

LEASE AND MANAGEMENT AGREEMENT

THIS LEASE AND MANAGEMENT AGREEMENT (this "Agreement") is made as of the 15 day of August, 2013, by and between **MILWAUKEE COUNTY, WISCONSIN**, a political subdivision of the State of Wisconsin (the "County"), and **MILWAUKEE PUBLIC MUSEUM, INC.**, a Wisconsin nonstock, nonprofit corporation (the "Milwaukee Public Museum") and replaces all preceding agreements and amendments between the County and the Milwaukee Public Museum.

WITNESSETH:

WHEREAS, the County owns and operates a natural history museum in Milwaukee County, Wisconsin, known as the Milwaukee Public Museum (the "Museum");

WHEREAS, the County owns real property, including a building and fixtures attached thereto (the "Building"), situated on a site located at 800 West Wells Street in the City of Milwaukee, Milwaukee County, Wisconsin, and more particularly described on Exhibit A attached hereto and hereby incorporated herein (the "Site");

WHEREAS, there are currently located in or around the Building, or at other locations on temporary loan from the Museum, numerous artifacts, exhibits and other items and materials of historical or scientific value or significance owned or held by the County and used or intended to be used for exhibition, display, education or research in connection with or as a part of the activities and operations of the Museum (collectively the "Artifacts");

WHEREAS, there is currently located in or around the Building various tangible personal property, other than the Artifacts, owned by the County for use in connection with the Museum, including, without limitation, equipment, chairs, tables, desks, furnishings, computers, office supplies, and materials used for the storage, handling or display of the Artifacts (collectively the "Personal Property");

WHEREAS, it is in the best interests of the Museum, the residents of the County and the public at large, that the County lease the Site, the Building, the Personal Property and the Artifacts to the Milwaukee Public Museum and that the Milwaukee Public Museum undertake primary responsibility for managing and operating the Museum as provided herein;

WHEREAS, the County was initially authorized to negotiate an Agreement by Resolution No. 91-755 adopted by its County Board of Supervisors on November 12, 1991 and subsequent amendments were added over the last 22 years;

WHEREAS, this Agreement replaces and supersedes the original Agreement and all subsequent amendments;

WHEREAS, the County and the Milwaukee Public Museum desire to set forth herein their current agreements and understandings with respect to the Museum and other matters related thereto; and

WHEREAS, as used herein, the following terms shall have the following meanings:

“Artifacts” means, at any point in time, the Artifacts, plus all additional artifacts of historical or scientific value or significance hereafter acquired or held by the County or the Milwaukee Public Museum to be used or intended to be used for exhibition, display, education or research in connection with or as a part of the activities and operations of the Museum, less any of the foregoing which shall be sold, transferred or otherwise disposed of in accordance with this Agreement and less any Loaned Artifacts. The term “artifacts” refers only to objects of or showing human workmanship and does not include specimens of naturally occurring objects.

“Building” means the building and all fixtures, improvements and additions owned by the County and located on the Site (800 W. Wells St. Milwaukee, WI, 53233), including, but not limited to the Building as it existed in 1992 and which was subject to a Lease Agreement of that date, the building expansions previously referred to by the parties as the Theater Complex and the Access and Circulation Areas, but excluding that portion of the Building not owned by the County and owned by the Museum of Science, Economics and Technology, Inc. a/k/a Discovery World Museum.

“Improvements” means at any point in time all additions, extensions, improvements, betterments, replacements and fixtures constructed on or attached to the Building or Site, plus all rights, privileges, licenses, easements, tenements, hereditaments and appurtenances belonging or appertaining to the foregoing, less any of the foregoing which shall be sold, transferred or otherwise disposed of in accordance with this Lease.

“Loaned Artifacts” means Artifacts which are held or possessed by the County or the Milwaukee Public Museum, but which are owned by others. Upon request, the Milwaukee Public Museum shall provide to the County a listing of all Loaned Artifacts.

“Milwaukee Public Museum” means the Milwaukee Public Museum, Inc.

“Artifacts” means Artifacts which are owned by the County or the Milwaukee Public Museum.

“Personal Property” means, at any point in time, the Personal Property present at the Site and Building, plus all tangible personal property (other than Artifacts) hereafter acquired by the County or the Milwaukee Public Museum for use in connection with the Museum, less any of the foregoing which shall be sold, transferred or otherwise disposed of in accordance with this Agreement and less any Personal Property currently held or later acquired by the Milwaukee Public Museum that is subject to a leasehold interest of a third party. Upon request, the Milwaukee Public Museum shall provide to the County a list of all such Personal Property subject to a leasehold interest of a third party.

“Site” means, at any point in time, the Site, as set forth in Exhibit A, and the Building plus any additional sites and real property interests in Milwaukee County, Wisconsin, hereafter made subject to this Agreement by the terms hereof or by mutual agreement of the County and the Milwaukee Public Museum, plus all additions, extensions, improvements, betterments and replacements hereafter constructed on the Building or Site or any such

additional site, plus all rights, privileges, licenses, easements, tenements, hereditaments and appurtenances belonging or appertaining to the foregoing, less any of the foregoing which shall be sold, transferred or otherwise disposed of in accordance with this Agreement.

WHEREAS, the County has been authorized to enter into this Agreement by Resolution No. 13-598 adopted by its County Board of Supervisors on July 25, 2013.

NOW, THEREFORE, in consideration of Ten Dollars, the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, such parties hereby agree as follows:

**ARTICLE I
DEMISE AND OTHER PROPERTY TRANSFERS**

Section 1.1 Demise of Site, Building, Personal Property and Artifacts and Termination of Prior Agreements.

The County does hereby lease, let and demise unto the Milwaukee Public Museum, and the Milwaukee Public Museum does hereby lease and rent from the County, all right, title and interest of the county, now owned or hereafter acquired, in the Site, the Building, the Personal Property and the Artifacts on the terms and conditions set forth herein. All prior agreements, and amendments thereto, between the parties inconsistent with any provision of this Agreement are terminated upon execution of this Agreement.

Section 1.2 Assignment of Rights in Loaned Artifacts.

The County does hereby assign to the Milwaukee Public Museum, and the Milwaukee Public Museum hereby accepts from the County, all right, title and interest of the County in the Loaned Artifacts on the terms and conditions set forth herein.

**ARTICLE II
TERM; RENT; USE**

Section 2.1 Initial Term.

This Agreement shall be for an initial term commencing on August 15, 2013, and expiring at 11:59 p.m. on December 31, 2022, (the "Initial Term"), unless sooner terminated as provided herein.

Section 2.2 Extended Terms.

The Initial Term shall automatically extend for four (4) successive periods of five (5) years each (each such extended term is an "Extended Term", and collectively such extended terms are the "Extended Terms".) (The Extended Terms and the Initial Term are collectively the "Term".) (The term preceding any Extended Term is the "Preceding Term".) Each Extended Term shall commence upon the expiration of the Preceding Term, except that any Extended Term shall not so commence if (a) the Milwaukee Public Museum gives the County notice not

less than six (6) months prior to the expiration of any Preceding Term that the Milwaukee Public Museum elects not to extend such Preceding Term, in which case this Agreement shall terminate upon the expiration of such Preceding Term, or (b) the County gives the Milwaukee Public Museum notice not less than six (6) months prior to the expiration of any Preceding Term that the County elects not to extend such Preceding Term, in which case this Agreement shall terminate upon the expiration of such Preceding Term. During any and all of the Extended Terms, all of the terms, covenants and conditions of this Agreement shall remain in full force and effect except for the base level funding of operations (section 5.3), which shall be renegotiated by the parties.

Section 2.3 Rent.

During the Term hereof, the Milwaukee Public Museum shall, as rent for the use and occupancy of the Site, the Building, the Personal Property and the Artifacts, pay the County an annual rent of Ten Dollars (\$10), payable in advance, on or before the 15th day of April of each and every calendar year during the Term hereof.

Section 2.4 Use of the Property.

The Milwaukee Public Museum may use the property described in Article I for the purposes of a natural history museum and ancillary and related uses, from time to time, in a manner not substantially unlike the then contemporary uses of property by the major natural history museums in the United States. The Milwaukee Public Museum shall have the right to use the Building for purposes of showing motion pictures, and/or in furtherance of other charitable, scientific and educational purposes of the Milwaukee Public Museum.

**ARTICLE III
TAXES; UTILITIES; REPAIRS; INSURANCE**

Section 3.1 Property Taxes.

The Milwaukee Public Museum agrees to pay directly to the appropriate taxing authority, when due, all general real property taxes, if any, levied against the Site and Building during the Term of this Agreement (on a prorated basis if the Milwaukee Public Museum has not occupied the Site or Building for the whole period for which such taxes are levied). If, during the Term of this Agreement, any special assessment or other similar charge is levied against the Site or Building, the County shall be responsible for payment thereof. Nothing herein contained shall prevent the Milwaukee Public Museum or the County from protesting the validity or amount of any such taxes or assessments or from taking such action as may be required or permitted by law for enforcing and effecting such protest. In this connection, the Milwaukee Public Museum or the County may withhold the payment of any such protested taxes or assessments provided that the Milwaukee Public Museum or the County, as the case may be, proceeds with such protest in good faith and according to statute.

Section 3.2 Utilities.

At all times during the Term of this Agreement, the County shall cause the Site and Building to receive such separately metered utility services as are necessary, or if requested

by the Milwaukee Public Museum useful, for the use and operation of the Site and Building by the Milwaukee Public Museum. The Milwaukee Public Museum agrees to pay, when due, all charges and costs for water, gas, heat, air conditioning, electricity, telephone and any and all other utilities furnished to or consumed by the Milwaukee Public Museum in or upon the Site or Building during the Term hereof.

Section 3.3 Repairs and Maintenance.

The Milwaukee Public Museum covenants and agrees that, at its expense, it will keep the interior of the Building in a good, clean, and sanitary condition, and to that end shall perform all necessary day-to-day repairs, replacements and maintenance to the interior of the Building. The Milwaukee Public Museum covenants and agrees that, at its expense, it will operate and maintain the building systems of the Building using best building maintenance practices and confirming same to the County with submittal of annual documentation (including copies of service agreements and equipment maintenance logs) and to that end shall perform all necessary day-to-day repairs, minor replacements and minor maintenance as required. Subject to the limitations set forth in Section 5.3, unless mutually agreed otherwise, the County, at its expense, shall maintain and make all: (a) structural repairs and replacements to the Building envelope, all mechanical and electrical systems supporting the heating, ventilating and cooling systems and Building fire protection and security systems, the elevators and escalators and any related repairs and replacements due to removal or containment of asbestos or other hazardous materials, repairs to and replacements of the Building or any part thereof; (b) repairs or replacements which are necessitated by the willful or negligent act or omission of the County, its agents, employees, contractors, invitees or representatives; (c) repairs or replacements which are necessitated by reason of fire or other casualty; (d) repairs or replacements which are necessitated by reason of a defect in the condition of the Site or Building which existed prior to the date of this Agreement; and (e) repairs or replacements which are necessitated by reason of a breach of any warranty or representation of the County contained in this Agreement or by reason of the County's failure to perform or observe any term, covenant or condition to be performed or observed by the County pursuant to this Agreement. The County agrees to perform all repairs, maintenance and replacements of the type enumerated in subparagraphs (a) through (e) of this Section 3.3 to the extent necessary to make the Building suitable for housing the operations of a first class, natural history museum.

Section 3.4 Hazard Insurance.

Throughout the Term hereof, the County shall obtain and maintain in force insurance covering (a) the Building for replacement value thereof against loss or damage by fire or other hazards insurable by an extended coverage endorsement to standard fire insurance policies; and (b) the Personal Property and Artifacts against loss or damage by fire, other hazards, theft and other risks in such manner and with such policy limits as are usual and customary for museums of the type and character of the Museum. All such insurance shall be carried for the benefit of the County and the Milwaukee Public Museum as their interests appear.

Section 3.5 Public Liability Insurance and Workers Compensation.

Throughout the Term hereof, the Milwaukee Public Museum shall purchase and maintain a public liability insurance policy to afford protection with limits, for each occurrence, of not less than Five Million Dollars (\$5,000,000) with respect to personal injury and death, and Five Hundred Thousand Dollars (\$500,000) with respect to property damage. Milwaukee County shall be named as additional insured. Workers Compensation coverage shall be at statutory limits with a waiver of subrogation in favor of Milwaukee County. A Certificate of Insurance indicating the public liability insurance and workers compensation insurance shall be submitted to the County's Risk Manager for review and approval.

**ARTICLE IV
ADDITIONS, IMPROVEMENTS AND ALTERATIONS**

Section 4.1 Real Estate.

Subject to County Board approval which shall not be unreasonably withheld, the Milwaukee Public Museum may make whatever improvements and additions to the Site and Building and construct whatever additional improvements on the Site and Building as the Milwaukee Public Museum deems necessary or desirable in the best interests of the Museum. County Board approval shall not be required for non-structural modifications or additions to the interior of the Building. All such real property improvements and additions, regardless, of how funded, shall be deemed to be part of the Site or Building, shall become the property of the County and shall be subject to the terms of this Agreement.

Section 4.2 Personal Property.

The Milwaukee Public Museum may furnish, install and maintain on the Site and Building any and all personal property which the Milwaukee Public Museum deems necessary or desirable in connection with the operation of the Museum. All tangible personal property, other than Artifacts, acquired by the Milwaukee Public Museum and installed in or located on the Site or Building for use in connection with the Museum, regardless of how funded, shall be deemed to be part of the Personal Property and shall be subject to the terms of this Agreement. The Milwaukee Public Museum may alter, rehabilitate and improve Personal Property in such manner as it deems necessary or desirable in the best interests of the Museum.

Section 4.3 Artifacts.

The Milwaukee Public Museum may acquire whatever artifacts, exhibits and other items of historical or scientific value or significance it deems necessary or desirable in connection with the operation of the Museum. All such items, regardless of how funded, shall be deemed to be Artifacts and shall be subject to the terms of this Agreement. The Milwaukee Public Museum may alter, rehabilitate, restore and improve Artifacts in such manner as it deems necessary or desirable in the best interests of the Museum.

**ARTICLE V
MANAGEMENT OF THE MUSEUM**

Section 5.1 General Management.

Subject only to limitations expressly set forth in this Agreement and any other agreements to which the Milwaukee Public Museum and the County both are parties, the Milwaukee Public Museum shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Site, the Building, the Personal Property and the Artifacts during the Term of this Agreement. Without limiting the generality of the foregoing, but subject to such limitations, the Milwaukee Public Museum shall have the following rights and duties with respect to the management and operation of the Museum:

- a) to employ, pay, supervise and discharge all employees and personnel, including a chief executive officer, as shall be deemed necessary or desirable by the Milwaukee Public Museum for the operation of the Museum;
- b) to determine and carry out the labor policies of the Museum relating to, among other things, compensation, hours and conditions of employment, retirement and benefit plans, and the hiring and discharge of employees;
- c) to contract for such goods and services as shall be deemed necessary or desirable by the Milwaukee Public Museum for the operation of the Museum;
- d) to determine and carry out all policies relating to the exhibition and display of Artifacts in the Museum;
- e) to determine and carry out all policies relating to the acquisition, maintenance, loan, exchange, lease, sale, disposal, accession and deaccession of Artifacts;
- f) to determine and carry out the scientific, educational and research policies, programs and activities of the Museum;
- g) to keep and maintain the books and records of the Museum;
- h) to determine and carry out the budgetary and fiscal policies of the Museum, including the establishment of admission fees and fees and charges for other services;
- i) to determine and carry out the building and maintenance policies for the properties of the Museum, including the Site, the Building and the Personal Property;
- j) to determine and carry out policies relating to ancillary activities and services offered at the Museum, including, without limitation, food concessions and gift shops;
- k) to determine and carry out policies relating to the promotion and publicity of the Museum; and

l) to properly keep and maintain all collection inventory records, accession records and deaccession records, as set forth in Exhibit B, including a policy on the inventory of artifacts. A record of the inventory of artifacts shall be made available to the County upon request.

m) to determine and carry out all policies relating to the selection and purchase of motion pictures , the charitable and educational policies, programs and activities of the Theatre and Planetarium, and other uses of the theatre facility appropriate to the operation of the Museum;

n) To keep records of the trust and endowment funds of the Milwaukee Public Museum, and keep those records so as to maintain compliance with the stipulations of any agreements related to the donation of said funds. In addition, the Milwaukee Public Museum will maintain an investment policy regarding the investment of trust and endowment funds and shall provide a copy to the County upon request.

In performing its duties under this Section 5.1, the Milwaukee Public Museum shall exercise the same degree of care and skill exercised by nonprofit corporate owners and managers of major natural history museums in the United States and shall comply in all material respects with all laws applicable to the conduct of its business and the use and operation of the Museum.

The Milwaukee Public Museum is an independent contractor for the management and operation of the Museum, and nothing herein is intended to create or shall be deemed to create a partnership or joint venture between the Milwaukee Public Museum and the County or a fiduciary obligation by the Milwaukee Public Museum to the County.

Section 5.2 Milwaukee Public Museum Pension and Retiree Medical Obligations of Former Milwaukee County Employees.

Prior to August 31, 2013, the County will provide a total of \$3,000,000 to the Milwaukee Public Museum which it shall immediately transfer to the Defined Benefit Plan of the Milwaukee Public Museum Pension Plan (“Pension Plan”) for the former Milwaukee County employees, provided the Milwaukee Public Museum has secured prior to August 31, 2013 at least \$3,000,000 in donor commitments for the elimination of the Milwaukee Public Museum’s existing bank debt of approximately \$4,500,000.

a) Milwaukee County will have no responsibility for retiree medical benefits for current or former employees of MPM who are eligible to receive retiree medical benefits from the MPM plan. Such benefits, if any, will be addressed by MPM.

b) Milwaukee Public Museum will remain responsible for future obligations related to the Pension Plan.

(i) The Milwaukee Public Museum will submit the annual actuarial report of the Pension Plan, and financial statements of the Pension Plan to the County.

Section 5.3 Base Level Funding of Operations.

During the Initial Term of this Agreement, and subject to the following paragraphs in this section, the County shall pay the Milwaukee Public Museum the following amounts as Base Level Funding for the management and operation of the Museum:

Milwaukee Public Museum Calendar Year	Funding
2014	\$3,500,000
2015	\$3,500,000
2016	\$3,500,000
2017	\$3,500,000
2018	\$3,350,000
2019	\$3,350,000
2020	\$3,200,000
2021	\$3,200,000
2022	\$3,000,000

If the Milwaukee Public Museum has received at least \$5.0 Million in cash and donor commitments for capital spending related to the Site and Building by December 31, 2017, the Base Level Funding will increase to a total of \$3,500,000 each year from 2018 through 2022.

The Base Level Funding is predicated on Milwaukee Public Museum meeting or exceeding certain contingencies and operating goals. The Milwaukee Public Museum's annual financial reports are based on a year end of August 31st which shall also be the date of determining compliance with the conditions. The external auditor for the Milwaukee Public Museum shall prepare a schedule showing each of these conditions, and the status as of the most recent year end date, and submit such report to the County. Any non-compliance will reduce the payment for the subsequent calendar year. In the event the Milwaukee Public Museum fails to meet or exceed any one of the following conditions, the County may reduce the Base Level Funding set forth above or in the preceding paragraph by \$250,000 for any subsequent year:

- a) Milwaukee Public Museum will obtain donor commitments for any remaining Milwaukee Public Museum bank debt, estimated to be approximately \$1,500,000, by December 15, 2015.
- b) Annual attendance of the Museum, its theater/planetarium and special exhibits, events and programs exceeds 400,000 during the preceding fiscal year;
- c) Milwaukee Public Museum generates positive unrestricted operating earnings as defined by unrestricted operating net income plus depreciation is greater than zero;
- d) Total Milwaukee Public Museum Endowment net assets are a minimum of \$2,000,000 in unrestricted net assets.
- e) Milwaukee Public Museum's Total Net Assets continue to exceed the value as of fiscal yearend 2013 audited results excluding gains associated with pension contribution and gift commitments for debt elimination.

f) Any new debt, except for working capital, collateralized debt by donor pledges or personal assets, is approved by the County Executive or designee.

The base level funding in respect of each particular Milwaukee Public Museum calendar year shall be paid in equal quarterly installments due on or before the first day of each January, April, July and October. In the event any of these dates is on a non-banking day, such as a holiday or weekend, then the payment will be made on the first business day after the first of the month noted.

The Base Level Funding may be further reduced by the County for any obligations under this Agreement that the Milwaukee Public Museum fails to perform, including, but not limited to, any obligations under Article III.

Section 5.4 Museum to be Operated as a Public Museum.

The Museum shall be operated as a facility open to the general public, subject to such reasonable rules and regulations as the Milwaukee Public Museum may promulgate in its discretion from time to time regarding matters such as, but not limited to: admission fees; days and hours of operation; the safety of employees and the general public; the safety, protection and security of Artifacts; the anonymity of donors who desire anonymity; and, to the extent permitted by law, the confidentiality of employee records and business records.

Notwithstanding the foregoing, throughout the Term hereof, admission to the Museum shall be according to the following admission policy:

1. Milwaukee Public Museum will provide free admission to Milwaukee County pre-registered public and private school group visitors any day of the week between September 1st and November 30th each year. This includes pre-registered students, teachers and chaperones.
2. Milwaukee Public Museum will provide a \$2.00 discount for any non-member admission by Milwaukee County residents anytime with proof of residency.
3. Milwaukee Public Museum will provide 12 "Free Days" annually for Milwaukee County Residents with proof of residency. The specific days will be determined each year by the museum and announced by January 1st.

Section 5.5 Accession and Deaccession of Artifacts.

The Milwaukee Public Museum shall adopt a formal written policy regarding the accession and deaccession of Artifacts in compliance with Federal and State law. Upon its adoption and upon any amendment thereof, a copy of such policy or amended policy, as the case may be, shall be submitted to the County Board of Supervisors for approval, which shall not be unreasonably withheld.

The Milwaukee Public Museum may implement its accession and deaccession policy with regard to particular Artifacts. The deaccessioning of any Artifact shall be in conformance with the Milwaukee Public Museum collection policy as approved by the Milwaukee Public Museum Board of Directors and the County Board of Supervisors. Upon

request of the Milwaukee Public Museum, the County shall execute and deliver such bills of sale or other instruments of transfer as the Milwaukee Public Museum may reasonably deem necessary or desirable to evidence, perfect or give legal effect to any such sale, exchange or other disposition by the Milwaukee Public Museum of deaccessioned Artifacts pursuant to this Section 5.5.

The Milwaukee Public Museum shall maintain an inventory record of all Artifacts according to generally accepted museum inventory practices and shall make the inventory available to the County for inspection upon request.

Section 5.6 Dispositions of Personal Property.

The Milwaukee Public Museum shall have the right to sell, lease (as lessee), transfer or otherwise dispose of Personal Property as it deems necessary or desirable in the best interests of the Museum. Upon request of the Milwaukee Public Museum, the County shall, without the necessity of approving action by its county Board of Supervisors, execute and deliver such bills of sale or other instruments of transfer as the Milwaukee Public Museum may reasonably deem necessary or desirable to evidence, perfect or give legal effect to any such sale, lease, transfer or other disposition. The benefit of any sale or transfer of personal property will be to the Milwaukee Public Museum. A listing of personal property sales shall be available for inspection by the County.

Section 5.7 Grants and Releases of Interests in Real Estate.

The Milwaukee Public Museum shall have the right to sublease portions of the Site and Building and to grant and release easements, licenses and property interests in the nature of subleases, easements or licenses in respect of the Site and Building to third parties as it deems necessary or desirable in the best interests of the Museum for any of the following purposes,

- a) in the case of subleases and property interests in the nature of subleases, to facilitate the exhibition or display of Artifacts or the provision of ancillary services or activities, such as the provision of food concessions or gift shops; provided, however, that any such sublease shall provide that it shall terminate contemporaneously with the expiration or earlier termination of this Agreement; and
- b) in the case of easements, licenses and property interests in the nature of easements or licenses, to facilitate the provision of utility or transportation services to the Museum;

In the event that to be effective for its intended purpose any such grant or release of a property interest in the Site or Building must be joined in or approved by the owner of the fee interest, the County agrees that, upon request of the Milwaukee Public Museum, it shall, with approval by the County Board of Supervisors, execute and deliver such conveyance or approval instruments as the Milwaukee Public Museum may reasonably deem necessary or desirable to accomplish such authorized purpose.

Section 5.8 Funds of the Milwaukee Public Museum.

All funds of the Milwaukee Public Museum, whether derived from the County, from operations, from loans, from or in respect of the disposition of property, from insurance or condemnation proceeds, from gifts, grants or bequests, or from other sources, shall be held and used by the Milwaukee Public Museum solely for the management, operation, maintenance, repair, expansion or betterment of the Museum. Funds which are received and accepted by the Milwaukee Public Museum subject to restrictions shall be held and used in accordance with such restrictions. By resolution of its Board of Directors, the Milwaukee Public Museum shall adopt a formal written policy regarding the investment of funds held by the Milwaukee Public Museum. Upon its adoption and upon any amendment thereof, a copy of such policy or amended policy, as the case may be, shall be delivered to the County Clerk and the County Executive of the County for retention in the records of the County. The Milwaukee Public Museum shall invest its funds only in accordance with such policy.

Section 5.9 Accounting System; Financial and Insurance Reporting; Inspections.

The Milwaukee Public Museum shall employ a system of accounting in accordance with generally accepted accounting principles applicable to a corporation of its type and character. The Milwaukee Public Museum shall close its fiscal year and shall make the following periodic filings with the County Clerk and the County Executive for retention in the County's records:

- a) Budget: In accord with the Milwaukee County's schedule for its budget preparation -- an operating and capital expenditure budget for the next fiscal year;
- b) Quarterly Financials: Within 60 days following the close of each fiscal quarter of the Milwaukee Public Museum -- unaudited statements of revenues, expenses and cash flows of the Milwaukee Public Museum for such quarter and a balance sheet of the Milwaukee Public Museum as of the close of such fiscal quarter, certified by the chief accounting officer of the Milwaukee Public Museum to be true, correct and, subject to annual audit adjustments, in accordance with generally accepted accounting principles;
- c) Annual Audit: Within 180 days following the close of each fiscal year of the Milwaukee Public Museum -- statements of revenues, expenses and cash flows of the Milwaukee Public Museum and its trust and endowment funds for such fiscal year and a balance sheet of the Milwaukee Public Museum as of the close of such fiscal year prepared in accordance with generally accepted accounting principles, together with a report and opinion thereon made and given by independent certified public accountants in accordance with generally accepted auditing standards; and
- d) Annual Insurance Summary: Within 120 days following the close of each fiscal year of the Museum Corporation -- a written summary of the insurance policies carried by the Museum Corporation, including the limits of coverages afforded thereby, the expiration dates thereof and the insurers thereon.

The Milwaukee Public Museum shall permit the County and its duly authorized agents to inspect the Site, the Building, the Personal Property and the Artifacts and to examine the books and records of the Milwaukee Public Museum at any reasonable time, upon at least twenty-four (24) hours prior written notice, for the purpose of determining the compliance by the Milwaukee Public Museum with the provisions of this Agreement. The Milwaukee Public Museum shall also cooperate with the County Departments and the County Board staff in their monitoring and review of the financial and programmatic progress of the Museum.

Section 5.10 County Funding of Capital Expenditures.

The County agrees that any request of the Milwaukee Public Museum for the funding of capital improvements or additions to the Site, Building or Personal Property which are included in the Milwaukee Public Museum's capital expenditure budget furnished pursuant to Section 5.9(a) hereof and which the County is not otherwise obligated to fund pursuant to this Agreement will be brought before the full County Board of Supervisors for consideration and action as part of the County's annual budget process.

a) Notwithstanding the foregoing paragraph, the County agrees to authorize and expend up to \$4,000,000.00 in funding of capital improvement projects under section 3.3 during the period ending December 31, 2017. The County will provide the Milwaukee Public Museum with annual reports showing the expenditures by project.

**ARTICLE VI
DAMAGE; CONDEMNATION**

Section 6.1 Damage or Destruction.

If, during the Term of this Agreement, there is damage or destruction to the Site or Building or such portion thereof as to render the remaining portion thereof unsuitable for the continued operation of a first-class natural history museum, the Milwaukee Public Museum thereafter, by giving written notice to the County within ninety (90) days following such damage or destruction, may terminate this Agreement. If the Milwaukee Public Museum does not elect to terminate this Agreement or if the damage or destruction to the Site or Building does not render the remaining portion thereof unsuitable for the continued conduct of the Milwaukee Public Museum's activities thereon, then this Agreement shall continue in full force and effect and the County shall promptly commence and pursue diligently to completion whatever repairs to the Site or Building are necessary to restore the Site or Building to substantially the same condition that it was in prior to such damage or destruction. All such repairs shall be performed promptly and in a good and workmanlike manner in accordance with all statutes, laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Site or Building. In the event that this Agreement shall terminate, the rental, management compensation and all other amounts payable hereunder shall be prorated to the date of the damage or destruction. In the event that this Agreement shall not terminate, then commencing on the date of such damage or destruction and continuing during the period in which the County is repairing and restoring the Site or Building pursuant to this Section 6.1, the rental and all other amounts payable by the Milwaukee Public Museum shall abate in proportion to the floor area of

the Building of which the Milwaukee Public Museum is deprived for the period in which the Milwaukee Public Museum is deprived of such area.

Section 6.2 Condemnation.

If, during the Term of this Agreement, the entire Site and Building shall be taken by any public or quasi-public authority under its power of condemnation or eminent domain (or is conveyed under threat thereof), this Agreement shall terminate and be of no further force and effect as of the earlier of the date possession shall be taken by the acquiring authority or the date of conveyance. If any part of the Site or Building shall be so taken as to render the remainder thereof unsuitable for the continued operation of a first-class natural history museum, the Milwaukee Public Museum shall have the right to terminate this Agreement by giving written notice to the County of such termination within the period of ninety (90) days after the date of such taking. In the event that this Agreement shall terminate, the rental, management compensation and all other amounts payable hereunder shall be prorated to the earlier of the date possession is taken by the acquiring authority or the date of conveyance. In the event a part of the Site or Building are taken and the Milwaukee Public Museum does not terminate this Agreement, the rental payable by the Milwaukee Public Museum shall abate in proportion to the square footage of the building of which the Milwaukee Public Museum is deprived for the period in which the Milwaukee Public Museum is deprived of such area.

**ARTICLE VII
WARRANTIES**

Section 7.1 Warranty of Title; Quiet Environment.

The County hereby represents and warrants that it has good, valid and marketable title (in fee simple, as to the Site) to the Site and Building, free of all liens, charges and encumbrances except encumbrances of public record. The County covenants and agrees that, so long as the Milwaukee Public Museum shall duly and punctually perform and observe all of its obligations under this Agreement (taking into consideration the grace periods granted herein), the Milwaukee Public Museum shall peaceably and quietly have, hold and enjoy the Site, the Building, the Personal Property and Artifacts without any hindrance or molestation.

Section 7.2 Condition of Property; Compliance of Property with Law.

The County hereby represents and warrants to the Milwaukee Public Museum that, as of the date of this Agreement, the County has no knowledge of any material defect in the condition of the Site, the Building, the Personal Property or the Artifacts which will or might impair the Milwaukee Public Museum's occupancy or use thereof, as the case may be. The County also hereby represents and warrants that all plumbing, electrical, heating, air conditioning and other mechanical systems are in good working condition; and that each of the Site, the Building, the Personal Property and the Artifacts is in compliance with all building, zoning and other laws, rules, regulations and ordinances of any nature, of federal, state and other governmental authorities and agencies having applicable jurisdiction, and there are no outstanding orders against any of the Site, the Building, the Personal Property or the Artifacts.

Section 7.3 Default Under Other Agreements.

The parties represent and warrant to the other that each is not in default under any contract to which it is a party or obligation owed by it, nor has any event occurred which, through the passage of time or the giving of notice (or both) would constitute a default thereunder, or cause the acceleration of any obligation of each, or result in the creation of any lien, charge or encumbrance whatsoever upon any of the Site, the Building, the Personal Property or the Artifacts.

Section 7.4 No Breach of Statute or Contract.

The parties each warrant and represent to the other party that each have full right and authority to enter into this Agreement. The parties also hereby warrant and represent that neither the execution and delivery of this Agreement, nor compliance with the terms and provisions of this Agreement will cause the party to breach any statute, ordinance or regulation of any governmental authority, or will conflict with or result in a breach, acceleration, termination or violation of any term, condition or provision of any agreement or instrument to which the party is a party, or by which the party or its assets are or may be bound, or constitute a default thereunder, or constitute an event which through the passage of time or the giving of notice (or both) would constitute a default thereunder, or result in the creation of any lien, charge or encumbrance of any nature whatsoever on, or give to others any interest on rights in, or with respect to, any of the Site, the Building, the Personal Property or the Artifacts. The parties further warrant and represent that the use and operation of the Site, the Building, the Personal Property and the Artifacts by the Milwaukee Public Museum pursuant to this Agreement will not breach or violate any of the foregoing.

Section 7.5 No Litigation or Adverse Events.

The parties hereby warrant and represent to one another that no suit, action or legal, administrative, arbitration or other proceeding, or investigation by any governmental agency, including, but not limited to, matters involving environmental, safety or health standards, is pending or has been threatened, nor do facts exist which might lead to any such proceedings. The parties further warrant and represent that the party is not in violation of, nor has it been in violation of, any federal, state, county or local statutes, ordinances, rules or regulations, including but not limited to, those relating to environmental, safety, building or health standards.

**ARTICLE VIII
TERMINATION**

Section 8.1 Default of the Milwaukee Public Museum.

The County may terminate this Agreement, upon written notice to the Milwaukee Public Museum: (i) if any default by the Milwaukee Public Museum occurs in case of nonpayment of rent for more than ten (10) days after written notice of such default from the County; or (ii) if any default by the Milwaukee Public Museum other than nonpayment of rent continues for more than ninety (90) days after written notice to the Milwaukee Public Museum from the County specifying such default and demanding that it be corrected (or, if such default is

not of a type which can be reasonably corrected within ninety (90) days, then if the Milwaukee Public Museum fails to commence promptly and to proceed with due diligence to correct such default). In the event that the County terminates this Agreement as provided in this section, the County may re-enter the Site and Building or any part thereof with judicial process and expel and remove the Milwaukee Public Museum or any person or persons occupying the same and again repossess and enjoy the Site, the Building, the Personal Property and the Artifacts.

Section 8.2 Special Right of County to Terminate Early During Initial Term.

Notwithstanding anything contained herein to the contrary, at any time during the Initial Term, and upon at least one (1) year prior written notice (the "Termination Notice") from the County Board of the County in the form of a resolution duly adopted by the County Board and delivered to the Milwaukee Public Museum, the County shall have the right to terminate this Agreement on the date set forth in the Termination Notice (the "Termination Date"). The Termination Notice shall be irrevocable, unless if with the Milwaukee Public Museum's prior written consent, the County Board gives the Milwaukee Public Museum prior to the Termination Date notice in the form of a resolution duly adopted by the County Board and delivered to the Milwaukee Public Museum which revokes the Termination Notice. The provisions of this section shall also apply during any Extended Terms.

Section 8.3 Special Right of Termination for Invalidity, etc.

Any party may terminate this Agreement if this Agreement is determined to be invalid by operation of law or by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of this Agreement is restrained by any court or tribunal of competent jurisdiction or if it is determined that any party lacks the legal capacity or authority to execute or perform under this Agreement or that such execution or performance would violate any agreement by which any such party is bound. If this Agreement is so terminated the parties shall fully and completely cooperate each with the other to effectuate and comply with any court order or judgment as may be applicable and shall further negotiate in good faith to resolve equitably any matters that require resolution in connection with such termination.

**ARTICLE IX
PRESCRIBED AND PROSCRIBED PRACTICES**

Section 9.1 Nondiscrimination, Equal Employment Opportunity and Affirmative Action Programs.

In the operation of the Museum as contemplated by this Agreement, the Milwaukee Public Museum shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap.

Section 9.2 Prohibited Practices.

a) During the Term of this Agreement, the Milwaukee Public Museum shall not hire, retain or utilize for compensation any member, officer, or employee of the County or any

person who, to the actual knowledge (without inquiry) of the principle officers of the Milwaukee Public Museum, has a conflict of interest.

b) The Milwaukee Public Museum hereby states that it is familiar with Milwaukee County's Code of Ethics, which states in part: "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official actions or judgment would be influenced thereby."

Section 9.3 Cultural Awareness.

a) The Milwaukee Public Museum and its Board of Directors shall portray cultural groups in existing and newly created exhibits in an accurate and respectful manner.

b) The Milwaukee Public Museum and its Board of Directors shall follow, as a matter of policy, the federal Native American Graves Protection and Repatriation Act, and all other relevant federal acts concerning artifacts, whether the Museum receives federal funds or not.

Section 9.4 Meetings and Records.

Milwaukee Public Museum shall comply with the provisions of the Wisconsin Public Records Law (Wis. Stats. Sections 19.31-19.39) and the Wisconsin Open Meetings Law (Wis. Stats. Sections 19.81-19.98), except to the extent appropriate to protect the privacy of donors to the Corporation. Further, the Museum need not disclose the names and resume of candidates who are not hired by the Museum for employment. Further, any exhibitor contract between the Milwaukee Public Museum and an outside third party which requires confidentiality shall not be subject to disclosure.

**ARTICLE X
SURRENDER OF PROPERTY; HOLDOVER**

Section 10.1 Surrender of Real Estate, Personal Property and Artifacts.

Upon expiration or termination of this Agreement, by lapse of time or otherwise, the Milwaukee Public Museum agrees to peaceably surrender the Site, the Building, the Personal Property and the Artifacts to the County. In addition, upon such expiration or termination, the Milwaukee Public Museum shall execute and deliver to the County such quit-claim deeds, bills of sale and other instruments as the County may reasonably request to evidence, perfect or give legal effect to the relinquishment by the Milwaukee Public Museum of all of its right, title and interest in and to the Site, the Building, Personal Property and Artifacts to the extent the Milwaukee Public Museum is not prohibited from doing so by the terms of the Milwaukee Public Museum's acquisition of such property (including without limitation, donation restrictions and purchase money financing restrictions).

Section 10.2 Holdover.

If the Milwaukee Public Museum remains in possession of the Site, the Building, Personal Property or Artifacts after the termination of the Term of this Agreement and without

the execution of a new agreement, the Milwaukee Public Museum shall be deemed to be occupying or possessing such Site, Building, Personal Property and Artifacts as a tenant from month-to-month, subject to all of the applicable terms, covenants and conditions of this Agreement, including without limitation Article V hereof.

ARTICLE XI MISCELLANEOUS

Section 11.1 Amendment to the By-laws of the Milwaukee Public Museum.

a) Number, Term; Appointment or Election

(i) The number of the Directors, including appointments by County Executive and County Board Chair, of the Milwaukee Public Museum shall be forty-five (45).

(ii) Appointments by County Executive and County Board Chair. Five (5) Directors shall be appointed by the County Executive of Milwaukee County and four (4) Directors shall be appointed by the Chair of the Board of Supervisors of Milwaukee County. Each such appointment shall be submitted by the appointing County official to the Board of Supervisors of Milwaukee County for confirmation and, if confirmed, the County Clerk of Milwaukee County shall deliver certification of such appointment to the Secretary of the Milwaukee Public Museum at least seven (7) days prior to the meeting at which the appointee is to be seated on the Board of Directors. Appointees shall be selected with consideration to the ethnic diversity of Milwaukee County, including but not limited to the American Indian, African American, Hispanic and Polish communities and be subject to the same non-financial governance expectations of elected Board Directors. One-third (1/3) of the Directors appointed by the County officials (or a number as nearly equal to one-third as practicable) shall be appointed each year. Each appointee shall hold office for a term of three (3) years commencing with the Annual Meeting of the Board of Directors of the Milwaukee Public Museum immediately following his or her appointment and until his or her successor shall be appointed as herein provided.

Section 11.2 No Liens.

Without in each instance the prior written consent of the other party, neither party hereto shall directly or indirectly create or permit to be created or to remain any lien, encumbrance, or charge on, or pledge of (collectively, "encumbrances") any of the Site, Building, Personal Property or the Artifacts.

Section 11.3 Notices.

Whenever in this Agreement it is required or permitted that notice be given by any party hereto, such notice shall be given by certified or registered mail, and any notice so sent shall be deemed to have been given on the date that the same is deposited in the United States

mail, postage prepaid. Notices shall be addressed to the County at 901 North 9th Street, Milwaukee, Wisconsin 53233, Attention: County Clerk, and to the Milwaukee Public Museum at 800 West Wells Street, Milwaukee, Wisconsin 53233, Attention: President, or at such other address as either party may from time to time specify in writing in lieu thereof.

Section 11.4 Choice of Law.

This Agreement shall be construed by and enforced in accordance with the laws of the State of Wisconsin.

Section 11.5 Benefit.

This Agreement and all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 11.6 Entire Agreement; Severability, Interpretation.

This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof and supersedes all previous negotiations. There have been no representations made by or understandings made between the parties with respect to the subject matter hereof other than those set forth in this Agreement. This Agreement may not be modified except by a written instrument duly executed by the party against whom enforcement is sought. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable under any applicable law, that provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof. The headings contained herein are for convenience only, and shall not be used in any manner in construing the meaning or intent of this Agreement. The doctrine that a document is to be construed against its draftsman shall not be applied to this Agreement.

Section 11.7 Relationship of County and Milwaukee Public Museum.

Nothing contained herein or in any other instrument or agreement between the County and the Milwaukee Public Museum shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, of partnership, or of joint venture, or of a fiduciary between the County and the Milwaukee Public Museum. Wherever in this Agreement it is provided that an action of the Milwaukee Public Museum requires prior approval by the County or the County Board of Supervisors, such approval shall be conclusively presumed to have been so granted if the County or the County Board shall not have notified the Milwaukee Public Museums of an objection thereto in writing, within the lesser of ninety (90) days or three (3) Board of Supervisors meeting cycles following receipt of written notice of the proposed action from the Milwaukee Public Museum.

Section 11.8 Notice to County of Amendments to Articles and By-Laws.

Amendments to the Articles of Incorporation or By-Laws of the Milwaukee Public Museum approved by the Museum Board of Directors and not prohibited by section 12.1 above, shall be provided in writing to the County upon execution.


Section 11.9 Warranties Survive.


The warranties and representations contained herein shall survive the Term of this Agreement.

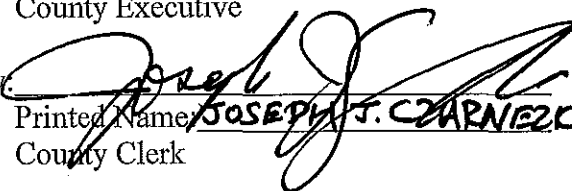
IN WITNESS WHEREOF, the County and the Milwaukee Public Museum have executed this Agreement as of the day, month and year first above written.


MILWAUKEE COUNTY, WISCONSIN

MILWAUKEE PUBLIC MUSEUM, INC.

By: 
Printed Name: CHRIS ABELE
County Executive

By: 
Printed Name: Jay B. Williams
Title: President & CEO

By: 
Printed Name: JOSEPH J. CZARNECKI
County Clerk

Attest: 
Printed Name: Patricia Schwelb
Title: Administrative Manager

[SEAL]

[SEAL]

Approved by Corporation Counsel.

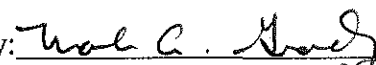
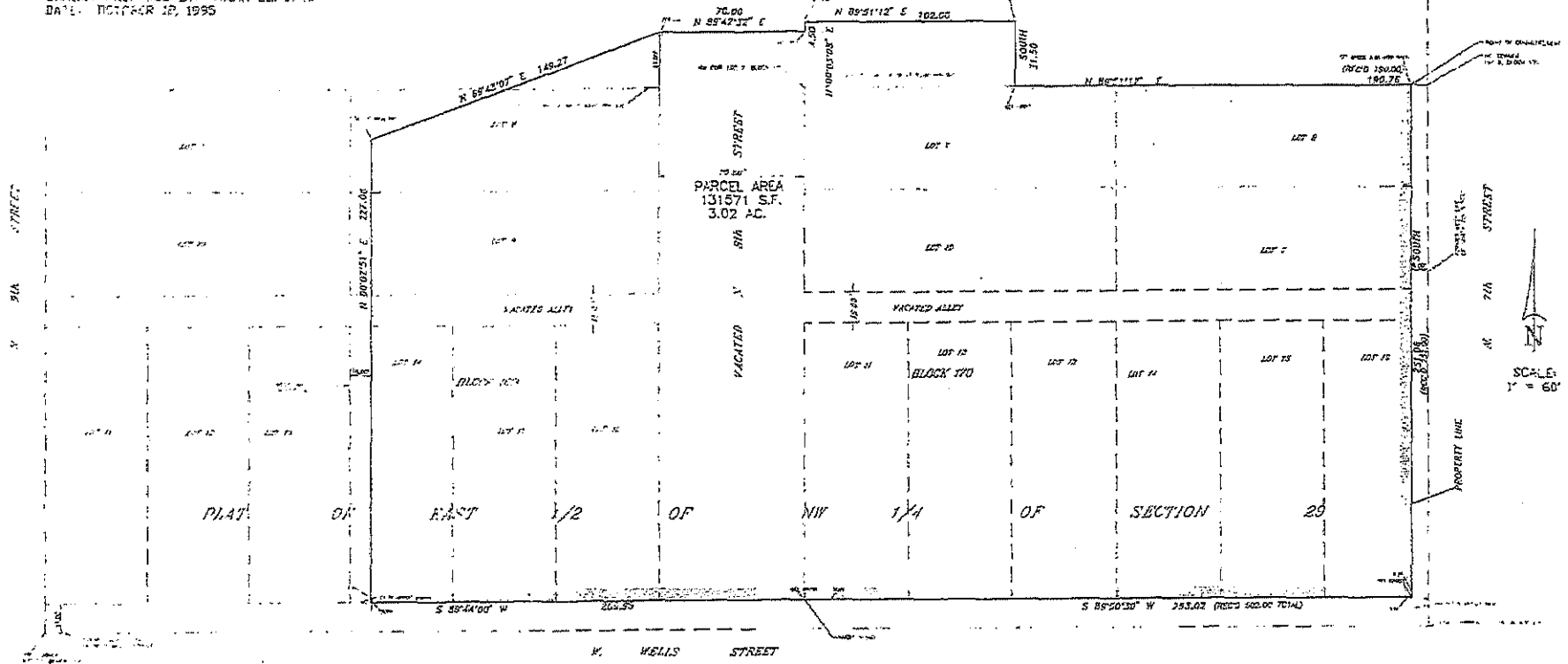
By: 
Printed Name: Mark A. Grady
Corporation Counsel

EXHIBIT PREPARED BY: MILW. CO. S.C.W.
 DATE: NOVEMBER 18, 1995



ORIGINAL MILWAUKEE PUBLIC MUSEUM PARCEL

That part of West Kilbourn Avenue, vacated North 8th Street, part of Blocks 169 and 170 in the Plat of the East 1/2 of the NW 1/4 of Section 29, and part of the vacated East-West alleys in said Blocks, all in the NW 1/4 of Section 29, T 7 N. R 22 E, in the City of Milwaukee, Milwaukee County, described as follows:
 Commencing at the intersection of the present South line of West Kilbourn Avenue and the present West line of North 7th Street; running thence South along said West line of North 7th Street 251.20 feet to the present North line of West Wells Street; thence West on said North line of West Wells Street 502.00 feet to a point which lies 10.00 feet East of the West line of Lot 14 in said Block 169; thence North on a line which is 10.00 feet East of and parallel to the West line of Lot 14 and its extension 227.00 feet to an angle point; thence Northeasterly on a line to a point which lies in the extension of the West line of vacated North 8th Street and 27.00 feet North of the present South line of West Kilbourn Avenue; thence East on a line which is 27.00 feet North of and parallel to the present South line of West Kilbourn Avenue 70.00 feet to a point in the extension of the East line of vacated North 8th Street; thence North along said East line 4.50 feet to a point; thence East on a line which is 31.50 feet North of and parallel to the present South line of West Kilbourn Avenue 102.00 feet to a point; thence South and parallel to the extension of the West line of North 7th Street 31.50 feet to a point in the present South line of West Kilbourn Avenue; thence East on the South line of West Kilbourn Avenue 190.00 feet to the place of Commencement.

Exhibit A

Exhibit B – Outstanding Loans to Milwaukee Public Museum

OUTSTANDING LOANS TO MILWAUKEE PUBLIC MUSEUM

These loans are covered by the general museum and departmental loan policies and procedures.

Revised 6/14/2013 – Claudia Jacobson, Registrar

Date	Loan#	Lender	Description
6/58	#312	Remington-Rand	Typewriter
3/61	#328	Art Inst. of Chicago	Mochica jar
4/61	#360-390	Museum of New Mex	SW Indian silver
4/62	#527-529	Museum of New Mex.	Metal working tools
5/62	#530-534	Harvard Peabody Mus	Mayan monument cast
3/63	#537-555	Univ. of Pennsylvania Museum	Pompeiiian ceramics
1/66	#1386-1387	Mrs. James Topitzes	ancient Greek specimens
1/66	#1380,1382-1384	Richard Flagg	European silver, enamels
3/66	#1394-1398	Aaron Tilton	Stained glass
6/67	#1607-1617	Paul Gebauer	British Cameroon specimens
3/68	#1786	St. Hist. Soc. Wis.	Arrow
3/68	#1785	Univ. of New Mexico; Museum of Anthropology	New Mexico ceramics
3/68	#1771-1784	Thomas Fifield	Panamanian ceramics
3/68	#1962	Petrie	Mexican ceramic
10/74	#2762	Mrs. J. Harrison	African doors
3/75	#2770	Arthur Frank	Amphora
3/76	#2920	Fred Benkovic	Lyre
3/76	#2919	Judith Plant	Tonette
3/76	#2915-2918	Norman Cox	Musical instruments
8/76	#2924	Univ. of Wisc.	Model steam eng.
9/76	#2925	Chas. Schudson	Polit. Memorabilia
12/76	#2928	Richard Herefell	Italian tapestry
6/77	#2932-2942	U.S. State Dept.	Ethnic arts & craft
6/77	#2931	L. A. Peters	Books
8/78	#2985-2987	G. Stephan	Icons (file exists)
8/79	#3117-3118	Russian shawls	Mrs. E. L. Lebenbeg
10/79	#3151	Debra Kamholtz	Irish religious goods
10/79	#3148-3150	Greek household	Sandra Topitzes Brown 10/79
11/79	#3158-3175	Dorothy Stacy	Greek household goods
11/79	#3155-3157	Ann Rowberg	Swedish boxes & towel
11/79	#3152-3153	Otto Teiman	Oil paintings
12/79	#3214	Neil Wiedmann	Copper kettle
12/79	#3206-3213	Dorothy Stacy	Greek household goods
12/79	#3180-3205	Smithsonian Inst.	Russian household goods
12/79	#3176-3179	Chas. Sindelar	Czech household goods
1/80	#3241	Vyto Kapocius	Spinning wheel
1/80	#3234-3240	V. P Janusonis	Lithuanian materials
1/80	#3232	V. Paukstelis	Crucifix
1/80	#3215-3219	Maja Wiedmann	Swiss household goods

1/80	#3222	Schutte family(?)	Wooden box
2/80	#3251-3265	Aaron Tilton	Food service equip.
2/80	#3248-3249	Ann Rowberg	Norwegian items
2/80	#3246-3247	Dr. Jack Heiden	Skates & clothing
2/80	#3245	Elza Mintiks	Table cloth
2/80	#3244	Emma Kesners	Wooden chest
10/80	#3308	Warren Gilson	Illusion box (toy)
10/80	#3286-3288	Robt. Kirkorian	Knife, kook, desk
2/83	#3575	Mrs. Mclarity	Condiment holder
2/83	#3568-3574	J. Wiedebach	Curling equip.
2/83	#3563-3567	Sam MacNeill	Curling equip.
2/83	#3550-3562	Grace Johnson	Curling equip.
2/83	#3549	Jim Gilboy	Curling broom
2/83	#3538-3548	John Mross	Golf equip.
8/83	#3776	Judi Bartholomew	Ivory carvings
12/84	#3698	Cedric Marks	Iranian artifacts
5/85	#2771-2772	E. M. Goodman	Oak furniture
11/85	#3762-3765	Robt. Kirkorian	Engravings, porcelain
In Following, Loan Date Imbedded in Loan Number			
	IL1986.03	Goethe House	Oil portrait
	IL1988.03	Field Museum of Natural History	Diatryma skull
	IL1990.02	Renae Prell	Piece of Berlin Wall
	IL1994.07	Mrs. James Topitzes	Ancient Greek Figure & Carved Marble Seated Figure
	IL1997.11	Peabody Museum of Natural History	Akeley Sculpture - Gorilla
	IL1998.09	Mil. School of Engineering	Memorabilia, MSOE
	IL1998.14	Marquette	Memorabilia, Metcalfe
	IL2001.01	Kathleen Blair	Doctor's Bag & Accessories
	IL2003.07	Rockwell Automation	Industrial equipment, Allen-Bradley related
	IL2004.03	National Museum of Natural History	Fossils - <i>Platygonus compressus</i> and <i>Megaloceros giganteus</i>
	ILF2002.01	US National Museum (Smithsonian)	Fish (22 lots, 38 spec)
	ILF2002.04	British Museum of Natural History	Fish (15 lots, 22 spec)
	ILF2002.06	University of Michigan Museum of Zoology	Fish (2 lots, 25 spec)
	IL2013.00	Dinosaur National Monument	Vertebrate Fossil - Hip and Vertebrae Carnarasaurus
1/87		Field Mus. of Nat. History	1 <i>Arc chloroptera</i> ; #261081 Scarlet Macaw
2012		American Museum of Natural History, New York, NY	<i>Labeotropheus fuelleborni</i> specimens – 4 from Malawi
2012		British Museum of Natural History, London	<i>Labeotropheus trewavasae</i> specimens – 12 from Malawi

2012		Museum of Comparative Zoology, Harvard University, Cambridge, MA	<i>Labeotropheus fuelleborni</i> specimens – 2 from Malawi; <i>Labeotropheus trewavasae</i> specimens – 2 from Malawi
2012		Royal Museum for Central Africa, Tervuren, Belgium	<i>Labeotropheus fuelleborni</i> specimens 50 from Malawi, 25 from Mozambique; <i>Labeotropheus</i> <i>trewavasae</i> specimens: 42 from Malawi
2012		University of Michigan Museum of Zoology, Ann Arbor, MI	<i>Labeotropheus fuelleborni</i> specimens - 28 from Malawi; <i>Labeotropheus trewavasae</i> specimens – 1 from Malawi
2012		Smithsonian Institution, Washington, DC	<i>Labeotropheus fuelleborni</i> specimens); 18 from Malawi; <i>Labeotropheus trewavasae</i> specimens – 12 from Malawi

AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT

THIS AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT (this "Amendment") is entered into this ___ day of _____, 2018 (the "Effective Date"), between MILWAUKEE PUBLIC MUSEUM, INC., a Wisconsin nonstock, nonprofit corporation ("Milwaukee Public Museum"), and MILWAUKEE COUNTY, WISCONSIN, a political subdivision of the State of Wisconsin (the "County").

RECITALS

A. Pursuant to a Lease and Management Agreement dated as of August 15, 2013 by and between Milwaukee Public Museum and County ("Agreement"), Milwaukee Public Museum leases from the County the Building located at 800 W. Wells Street, Milwaukee, WI, 53233.

B. The Agreement contemplated a long-term lease of the Building, with the Initial Term and Extended Terms running through 2042. Since the execution of the Agreement the Milwaukee Public Museum has announced that its strategic plan is to relocate into a smaller more efficient building ("Relocation Strategy"). Milwaukee Public Museum is committing significant resources into the due diligence of a Relocation Strategy and the County is generally supportive of a Relocation Strategy that makes the Milwaukee Public Museum more sustainable.

C. Although the Relocation Strategy will take several years to materialize, there are several provisions in the Agreement that need to be adjusted to reflect the Relocation Strategy. For example, the existing Agreement calls for significant expenditures into the Building and funds raised for capital expenditures are better used towards the Relocation Strategy.

AGREEMENT

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the terms, covenants and conditions of this Amendment, Milwaukee Public Museum and the County agree as follows:

1. **Base Level Funding of Operations.** Section 5.3 of the Agreement is amended to read as follows:

"Section 5.3 Base Level Funding of Operations.

During the Initial Term of this Agreement, and subject to the following paragraphs in this Section, the County shall pay the Milwaukee Public Museum the following amounts as Base Level Funding for the management and operation of the Museum:

Milwaukee Public Museum Calendar Year	Funding
2014	\$3,500,000
2015	\$3,500,000
2016	\$3,500,000
2017	\$3,500,000

2018	\$3,500,000
2019	\$3,500,000
2020	\$3,500,000
2021	\$3,200,000
2022	\$3,000,000

If the Milwaukee Public Museum has received at least \$5.0 Million in cash and donor commitments for capital spending related to the Site, Building, exhibits, or donor gifts and commitments for its Relocation Strategy (“\$5 Million Commitment”), then the Base Level Funding will increase to a total of \$3,500,000 each year from 2021 through 2022. Cash and Donor Commitments to Exhibits, in the \$5.0 million goal, is limited to \$1.0 million. “Relocation Strategy” as used herein means Milwaukee Public Museum’s efforts to develop a smaller more efficient building to make Milwaukee Public Museum more sustainable. Eligible Relocation Strategy expenses include, without limitation, consulting fees related to the feasibility of the Relocation Strategy, architectural study and design fees, and contributions related to any replacement facility. Milwaukee Public Museum will provide evidence of the \$5 Million Commitment by December 31, 2020.

The Base Level Funding is predicated on Milwaukee Public Museum meeting or exceeding certain contingencies and operating goals. The Milwaukee Public Museum's annual financial reports are based on a year end of August 31st which shall also be the date of determining compliance with the conditions. The external auditor for the Milwaukee Public Museum shall prepare a schedule showing each of these conditions, and the status as of the most recent year end date, and submit such report to the County. Any non-compliance will reduce the payment for the subsequent calendar year. In the event the Milwaukee Public Museum fails to meet or exceed any one of the following conditions, the County may reduce the Base Level Funding set forth above or in the preceding paragraph by \$250,000 for any subsequent year:

- a) Milwaukee Public Museum will obtain donor commitments for any remaining Milwaukee Public Museum bank debt, estimated to be approximately \$1,500,000, by December 15, 2015.
- b) Annual attendance of the Museum, its theater/planetarium and special exhibits, events and programs exceeds 400,000 during the preceding fiscal year;
- c) Milwaukee Public Museum generates positive unrestricted operating earnings as defined by unrestricted operating net income plus depreciation is greater than zero;
- d) Total Milwaukee Public Museum Endowment net assets are a minimum of \$1,550,000 in unrestricted net assets.
- e) Milwaukee Public Museum's Total Net Assets continue to exceed the value as of fiscal year end 2013 audited results excluding gains associated with pension contribution and gift commitments for debt elimination.

- f) Any new debt, except for working capital, collateralized debt by donor pledges or personal assets, is approved by the County Executive or designee.

The base level funding in respect of each particular Milwaukee Public Museum calendar year shall be paid in equal quarterly installments due on or before the first day of each January, April, July and October. In the event any of these dates is on a non-banking day, such as a holiday or weekend, then the payment will be made on the first business day after the first of the month noted.

The Base Level Funding may be further reduced by the County for any obligations under this Agreement that the Milwaukee Public Museum fails to perform, including, but not limited to, any obligations under Article III.”

2. **Entire Agreement.** This Amendment contains the entire agreement between the parties with respect to the subject matter hereof, and any prior negotiations, correspondence, memoranda or agreements are superseded in total by the Agreement as amended by the Amendment.

3. **Counterparts.** This Amendment may be executed in counterpart, each of which shall be deemed to be an original, but all of which shall constitute one and the same document.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Milwaukee Public Museum, and the County have each caused this Agreement to be duly executed and delivered in Milwaukee, Wisconsin, as of the day, month, and year first written above.

MILWAUKEE PUBLIC MUSEUM

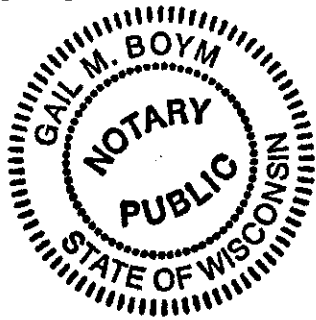
MILWAUKEE PUBLIC MUSEUM, INC.

By: *Ellen J Censky*
Name: Ellen J. Censky
Title: Interim President / CEO

State of Wisconsin)
 : SS
Milwaukee County)

This instrument was acknowledged before me on April 24, 2019 by Ellen J Censky as Interim President/CEO of Milwaukee Public Museum Inc.

[Seal]



Gail M Boym
(Gail M Boym)
Notary Public, State of Wisconsin
My commission August 4, 2019

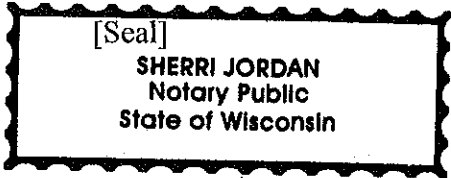
COUNTY:

MILWAUKEE COUNTY, WISCONSIN

By: [Signature]
Name: Chris Abele
Title: County Executive

State of Wisconsin)
 : SS
Milwaukee County)

This instrument was acknowledged before me on April 11, 2019 by CHRIS Abele as County Executive of Milwaukee County.



[Signature]
(Sherry Jordan)
Notary Public, State of Wisconsin
My commission 4/18/2020

Approved with regards to County Ordinance Chapter 42:

DocuSigned by:
By: Rick Norris Date: 1/8/2019
Community Business Development Partners
Rick Norris

Reviewed by:

DocuSigned by:
By: Paul Schwegel Date: 2/21/2019
Risk Management
Paul Schwegel

Approved for execution:

DocuSigned by:
By: Paul D. Kuglitsch Date: 1/9/2019
Corporation Counsel
Paul D. Kuglitsch

Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):

DocuSigned by:
By: Scott Manske Date: 1/8/2019
Comptroller
Scott Manske - Comptroller

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

DocuSigned by:
By: Paul D. Kuglitsch Date: 2/27/2019
Corporation Counsel
Paul D. Kuglitsch

TBE Participation Recommendation**CONTACT INFORMATION**Contract Administrator: DAS Amy Pechacek Phone: _____ Date: 11/30/2018Email Address Amy.Pechacek@milwaukeecountywi.gov Dept: DAS Grant \$\$: _____ Org No. _____**PROJECT INFORMATION**Project Name: Milwaukee County Public Museum Lease Amendment Project No.: _____

Contract Scope/Project Description (attach scope/description of work or estimating sheet):

This is an amendment to the Lease and Contract management agreement between Milwaukee County and the Milwaukee Public Museum (MPM). The County will reimburse MPM \$3,500,000 per year for the support of the operation of the Museum through 2022 unless performance criteria are not met, then funding would decrease.

Contracting Opportunities (List NAICS codes): _____

TYPE OF PROJECTContract Value: \$3,500,000 Contract Type: Lease Choose an item.**EXPLANATION****Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.**

- A. \$10,000 or less B. Rental or Lease C. Governmental Agency or Institution
 D. ¹Non-Profit (No subcontract) E. Purchasing or Renewal of software license
 F. ²Contract Extension/Amendment G. ³Specialized H. Only one individual assigned to the contract
 I. The nature (scope of work) of contract doesn't have subcontracting opportunities J. ⁴Grants
 K. No funding use by Milwaukee County L. Special License or Certificate required
 M. Other _____

Department/Division Administrator

Name Amy Pechacek

Signature

DocuSigned by:

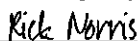
Date 1/8/2019**CBDP USE ONLY**

Concur with Recommendation _____, or provide the following goals: _____ %

This contract is exempt from a participation goal: ___ Yes ___ No

Approved: _____

DocuSigned by:



Rick Norris

Date: 1/8/2019

AD4C84D4023E450...

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 9th Floor - 633 W. Wisconsin	CONTRACT TYPE	
	Professional Service - Operating	
	Professional Service - Capital	
	Purchase of Service	
	Preliminary	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
DAS - Department of Administrative Services	970	9711

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
70422		X		

NAME OF VENDOR	ADDRESS
Milwaukee Public Museum	800 West Wells Street Milwaukee, WI

TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	01/01/19 12/31/19	12		\$ 3,500,000.00

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2019		0001	970	9711			8299				#####

PURPOSE OF CONTRACT

Lease and Management Agreement whereby Milwaukee County would own the current museum building at 800 West Wells Street and off of its artifacts, exhibits, and other items of historical or scientific value or significance owned or held by the County and used or intended to be used for exhibition, display, education or research in connection with the activities and operations of the museum. County agrees to reimburse MPM \$3,500,000 per year in support of the operation of the Museum from the commencement of the agreement through at least 2022 unless a number of performance criteria were not met, whereby funding would decrease, and whereby required MPM to maintain at least \$2,000,000 in unrestricted net assets from donors in the MPM Endowment.

Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. 18-352 Date Approved 10/19/18

If NO, why is County Board approval not required? _____

Was Contract fully executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Lynn Wagner	12/13/18	Financial Manager - CBO
Prepared By	Date	Title
<i>Grant M. DeSota</i>	12/14/18	Director - CBO
Signature of County Administrator	Date	Title

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 6/20/18

Original Fiscal Note Substitute Fiscal Note **SUBJECT:** Amendment to Lease & Management Agreement between Milwaukee Public Museum Inc. and Milwaukee County**FISCAL EFFECT:**

- No Direct County Fiscal Impact
- Existing Staff Time Required
- Increase Operating Expenditures
(If checked, check one of two boxes below)
- Absorbed Within Agency's Budget
- Not Absorbed Within Agency's Budget
- Decrease Operating Expenditures
- Increase Operating Revenues
- Decrease Operating Revenues
- Increase Capital Expenditures
- Decrease Capital Expenditures
- Increase Capital Revenues
- Decrease Capital Revenues
- Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		150,000
	Revenue		
	Net Cost		150,000
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. Milwaukee County and Milwaukee Public Museum, Inc. (MPM) have an effective Lease and Management Agreement executed on August 5, 2013 through December 31, 2022 with successive extensions to 2042. An amendment is requested to:

- Align unrestricted endowment asset requirements between Milwaukee Public Museum's bank and the terms of the agreement with Milwaukee County
- Expand definitions of uses for required fundraising totals to include funds raised toward a new facility
- Extend deadlines for MPM to achieve fundraising totals.

B. No additional direct costs are anticipated for the current budget year

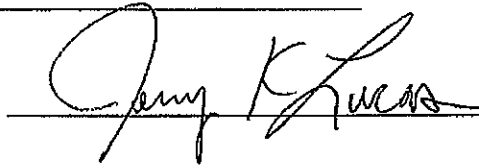
C. The 2018 adopted budget includes an appropriation for Milwaukee Public Museum of \$3,500,000. Under the current agreement, the minimum required appropriation from Milwaukee County for 2019 is \$3,350,000. This amendment increases the minimum contribution to \$3,500,000 in 2019 & 2020, resulting in an increased commitment by Milwaukee County of \$150,000 in 2019 and \$300,000 in 2020. If MPM achieves outlined fundraising goals by December 31, 2020, contributions remain at \$3,500,000 through 2022. If the goals are not achieved, Milwaukee County contributions revert back to the original schedule in 2021.

D. This analysis assumes that MPM has not achieved the \$5 million dollar fundraising goal outlined in the executed Lease and Management Agreement from 2013.

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

Department/Prepared By Office of Performance, Strategy & Budget, Jeremy Lucas

Authorized Signature



Did DAS-Fiscal Staff Review?

Yes

No

Did CBDP Review?²

Yes

No

Not Required

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

RECEIVED
MILWAUKEE COUNTY CLERK
2018 JUN 25 P 12:44

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: June 22, 2018

TO: Theodore Lipscomb, Sr., Chairman, Milwaukee County Board of Supervisors

FROM: Amy Pechacek, Deputy Director, Department of Administrative Services
Dennis Kois, President & Chief Executive Officer, Milwaukee Public Museum

**SUBJECT: AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT BETWEEN
MILWAUKEE PUBLIC MUSEUM, INC. AND MILWAUKEE COUNTY**

BACKGROUND

On August 15, 2013, Milwaukee County ("County") entered into a Lease and Management Agreement ("Agreement") with the Milwaukee Public Museum, Inc. ("MPM") whereby the County would own the current museum building at 800 West Wells Street and all of the artifacts, exhibits, and other items of historical or scientific value or significance owned or held by the County and used or intended to be used for exhibition, display, education or research in connection with the activities and operations of the museum and the County would lease the current building, the personal property, and the artifacts to MPM, and MPM would undertake the primary responsibility for managing and operating the museum.

The initial term of the agreement is through December 31, 2022 and can be automatically extended for four (4) successive periods of five (5) years each through December 31, 2042.

Through this Agreement, the County agreed to reimburse MPM \$3,500,000 per year in support of the operation of the Museum from the commencement of the Agreement through at least 2022 unless a number of performance criteria were not met, whereby the funding amount would be decreased.

This Amendment seeks to change two of these criteria.

1. The criteria that the Museum receive at least \$5,000,000 in cash and donor commitments to make capital improvements to the current County-owned building by December 31, 2017.

Since the Agreement was signed in 2013 MPM has undergone significant changes in leadership and organizational strategy, and the MPM's Board of Directors is now focused on advancing plans to create a new facility for the museum in the coming years. As this strategy has taken shape it became clear that it was an unwise use of donor (or public) funds to invest in major capital improvements to the current facility, which MPM plans to eventually leave. Accordingly, any potential future capital requests from MPM related to the current facility will be solely limited to those urgent necessities needed to maintain minimum structural and operational standards for the museum filed and / or to sustain business revenue. A change to this criteria is requested to reflect the current strategy, allowing funds raised *both* to improve the current facility and also to advance plans for the future facility count toward this criteria,

and extending the deadline to meet the \$5,000,000 total.

2. The criteria that the Milwaukee Public Museum Endowment (the "Endowment") maintain at least \$2,000,000 in unrestricted net assets from donors. This condition was made to match the requirement of a covenant MPM had with its bank for its line of credit facility, calling for this same \$2,000,000 baseline as a guarantee for the line.

Since the Agreement was signed in 2013 MPM's bank (CIBC) has reduced this requirement to \$1,550,000 in unrestricted net assets required in the Endowment. This amendment seeks to similarly reduce the County requirement to \$1,550,000 in unrestricted net assets in the Endowment, in order that the County's requirement match that of MPM's bank.

Please note that this amendment does not impact MPM's permanently restricted or temporarily restricted Endowment assets; only the amount of unrestricted assets.

RECOMMENDATION

The Department of Administrative Services and MPM, with collaboration and review from the Comptroller's Office and the Office of Corporation Counsel respectively, seek to amend this Agreement as follows:

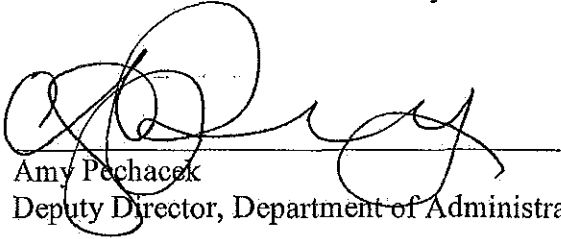
1. The date at which the MPM is to receive at least \$5,000,000 in cash and donor commitments be changed from December 31, 2017 to December 31, 2020 and also include monies received or pledged for a possible new building as well as the current building before any future funding amounts would be decreased. Of the total \$5,000,000 in commitments, MPM is limited to only including \$1,000,000 of these total funds to be from donor commitments and cash specifically raised towards exhibits. Exhibits continue to bring in revenue, but do not necessarily directly assist the site, building or future relocation.
2. The total amount of the Endowment unrestricted net assets required to be maintained be decreased to \$1,550,000 to match the updated covenant MPM has with its bank for its line of credit facility.

The original lease is attached to this report as Exhibit A, and the proposed amendments are included as Exhibit B. The areas of the original lease that are impacted by these amendments are highlighted for ease of reference.

FISCAL IMPACT

These amendments update the existing lease to clarify performance criteria for MPM to achieve the funding levels as established in 2013 and as previously approved by the County Board. The updates reflect current strategic facility goals and adjust the unrestricted net assets to comport with MPM's updated banking and credit requirements. The County's present contribution levels do not change with these amendments, and therefore there is no associated immediate fiscal impact. The County will continue funding MPM at its current levels in future years under the new performance criteria if the amendments are approved, and will budget for the current contribution levels through 2020 to reflect the new lease terms and long term strategy. The

amendments do not impact or reduce any of the additional performance criteria MPM is required to meet in order to receive County funds.



Amy Pechacek
Deputy Director, Department of Administrative Services

Cc: Chris Abele, County Executive
Supervisor James Schmitt, Chairman, Finance and Audit Committee
Finance and Audit Committee
Kelly Bablitch, Chief of Staff, County Board
Raisa Koltun, Chief of Staff, Office of the County Executive
Teig Whaley-Smith, Director, Department of Administrative Services
Scott Manske, Comptroller
Ryan O'Desky, Chief Financial Officer, Milwaukee Public Museum

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3 From the Deputy Director, Department of Administrative Services, and the President
4 and Chief Executive Officer, Milwaukee Public Museum (MPM), requesting
5 authorization to amend Section 5.3 of the existing MPM Lease and Management
6 Agreement to align unrestricted endowment asset requirements, expand definitions of
7 uses for required fundraising, and extend deadlines to achieve fundraising goals, by
8 recommending adoption of the following:

9
10 **A RESOLUTION**

11
12 WHEREAS, Milwaukee County (the County) entered into a Lease and
13 Management Agreement (Agreement) with the Milwaukee Public Museum, Inc. (MPM)
14 whereby the County would own the current museum building at 800 West Wells Street
15 and all of the artifacts, exhibits, and other items of historical or scientific value or
16 significance owned or held by the County and used or intended to be used for
17 exhibition, display, education, or research in connection with the activities and
18 operations of the museum; and

19
20 WHEREAS, the County would lease the current building, the personal property,
21 and the artifacts to MPM, and MPM would undertake the primary responsibility for
22 managing and operating the museum (File No. 13-598); and

23
24 WHEREAS, through this Agreement, the County agreed to reimburse MPM
25 \$3,500,000 per year in support of the operation of the museum from the
26 commencement of the Agreement through at least 2022 unless a number of
27 performance criteria were not met, whereby the funding amount would be decreased;
28 and whereby required MPM to maintain at least \$2,000,000 in unrestricted net assets
29 from donors in the MPM Endowment, a condition that matched MPM's banking
30 covenant; and

31
32 WHEREAS, subsequent to the execution of the Agreement in 2013, MPM has
33 undergone significant changes in leadership and organizational strategy, and the
34 MPM's Board of Directors is now focused on advancing plans to create a new facility for
35 the museum in the coming years; and

36
37 WHEREAS, as this strategy has taken shape, it became increasingly clear that
38 the use of donor or tax payer funds to invest in major capital improvements to the
39 current facility was unwise; and

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41 WHEREAS, subsequent to the execution of the Agreement in 2013, MPM's
42 banking covenant has been reduced to \$1,550,000 in unrestricted net assets in the
43 endowment; and

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45 WHEREAS, the Committee on Parks, Energy, and Environment, at its meeting of
46 July 17, 2018, considered this resolution for informational purposes only; and

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WHEREAS, the Committee on Finance and Audit, at its meeting of July 19, 2018, recommended adoption of File No. 18-532 (vote 7-0); now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes the County Executive to execute the proposed amendment to the Milwaukee Public Museum (MPM) Lease and Management Agreement (Agreement), hereto attached to this file; and

BE IT FURTHER RESOLVED, the amendment to the Agreement are subject to approval by the MPM Board of Directors.

srb
07/19/18
S:\Committees\2018\Jul\F&A\Resolutions\18-532 MPM Amendment to Lease.docx

LEASE AND MANAGEMENT AGREEMENT

THIS LEASE AND MANAGEMENT AGREEMENT (this "Agreement") is made as of the 15 day of August, 2013, by and between **MILWAUKEE COUNTY, WISCONSIN**, a political subdivision of the State of Wisconsin (the "County"), and **MILWAUKEE PUBLIC MUSEUM, INC.**, a Wisconsin nonstock, nonprofit corporation (the "Milwaukee Public Museum") and replaces all preceding agreements and amendments between the County and the Milwaukee Public Museum.

WITNESSETH:

WHEREAS, the County owns and operates a natural history museum in Milwaukee County, Wisconsin, known as the Milwaukee Public Museum (the "Museum");

WHEREAS, the County owns real property, including a building and fixtures attached thereto (the "Building"), situated on a site located at 800 West Wells Street in the City of Milwaukee, Milwaukee County, Wisconsin, and more particularly described on Exhibit A attached hereto and hereby incorporated herein (the "Site");

WHEREAS, there are currently located in or around the Building, or at other locations on temporary loan from the Museum, numerous artifacts, exhibits and other items and materials of historical or scientific value or significance owned or held by the County and used or intended to be used for exhibition, display, education or research in connection with or as a part of the activities and operations of the Museum (collectively the "Artifacts");

WHEREAS, there is currently located in or around the Building various tangible personal property, other than the Artifacts, owned by the County for use in connection with the Museum, including, without limitation, equipment, chairs, tables, desks, furnishings, computers, office supplies, and materials used for the storage, handling or display of the Artifacts (collectively the "Personal Property");

WHEREAS, it is in the best interests of the Museum, the residents of the County and the public at large, that the County lease the Site, the Building, the Personal Property and the Artifacts to the Milwaukee Public Museum and that the Milwaukee Public Museum undertake primary responsibility for managing and operating the Museum as provided herein;

WHEREAS, the County was initially authorized to negotiate an Agreement by Resolution No. 91-755 adopted by its County Board of Supervisors on November 12, 1991 and subsequent amendments were added over the last 22 years;

WHEREAS, this Agreement replaces and supersedes the original Agreement and all subsequent amendments;

WHEREAS, the County and the Milwaukee Public Museum desire to set forth herein their current agreements and understandings with respect to the Museum and other matters related thereto; and

WHEREAS, as used herein, the following terms shall have the following meanings:

“Artifacts” means, at any point in time, the Artifacts, plus all additional artifacts of historical or scientific value or significance hereafter acquired or held by the County or the Milwaukee Public Museum to be used or intended to be used for exhibition, display, education or research in connection with or as a part of the activities and operations of the Museum, less any of the foregoing which shall be sold, transferred or otherwise disposed of in accordance with this Agreement and less any Loaned Artifacts. The term “artifacts” refers only to objects of or showing human workmanship and does not include specimens of naturally occurring objects.

“Building” means the building and all fixtures, improvements and additions owned by the County and located on the Site (800 W. Wells St. Milwaukee, WI, 53233), including, but not limited to the Building as it existed in 1992 and which was subject to a Lease Agreement of that date, the building expansions previously referred to by the parties as the Theater Complex and the Access and Circulation Areas, but excluding that portion of the Building not owned by the County and owned by the Museum of Science, Economics and Technology, Inc. a/k/a Discovery World Museum.

“Improvements” means at any point in time all additions, extensions, improvements, betterments, replacements and fixtures constructed on or attached to the Building or Site, plus all rights, privileges, licenses, easements, tenements, hereditaments and appurtenances belonging or appertaining to the foregoing, less any of the foregoing which shall be sold, transferred or otherwise disposed of in accordance with this Lease.

“Loaned Artifacts” means Artifacts which are held or possessed by the County or the Milwaukee Public Museum, but which are owned by others. Upon request, the Milwaukee Public Museum shall provide to the County a listing of all Loaned Artifacts.

“Milwaukee Public Museum” means the Milwaukee Public Museum, Inc.

“Artifacts” means Artifacts which are owned by the County or the Milwaukee Public Museum.

“Personal Property” means, at any point in time, the Personal Property present at the Site and Building, plus all tangible personal property (other than Artifacts) hereafter acquired by the County or the Milwaukee Public Museum for use in connection with the Museum, less any of the foregoing which shall be sold, transferred or otherwise disposed of in accordance with this Agreement and less any Personal Property currently held or later acquired by the Milwaukee Public Museum that is subject to a leasehold interest of a third party. Upon request, the Milwaukee Public Museum shall provide to the County a list of all such Personal Property subject to a leasehold interest of a third party.

“Site” means, at any point in time, the Site, as set forth in Exhibit A, and the Building plus any additional sites and real property interests in Milwaukee County, Wisconsin, hereafter made subject to this Agreement by the terms hereof or by mutual agreement of the County and the Milwaukee Public Museum, plus all additions, extensions, improvements, betterments and replacements hereafter constructed on the Building or Site or any such

additional site, plus all rights, privileges, licenses, easements, tenements, hereditaments and appurtenances belonging or appertaining to the foregoing, less any of the foregoing which shall be sold, transferred or otherwise disposed of in accordance with this Agreement.

WHEREAS, the County has been authorized to enter into this Agreement by Resolution No. 13-598 adopted by its County Board of Supervisors on July 25, 2013.

NOW, THEREFORE, in consideration of Ten Dollars, the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, such parties hereby agree as follows:

**ARTICLE I
DEMISE AND OTHER PROPERTY TRANSFERS**

Section 1.1 Demise of Site, Building, Personal Property and Artifacts and Termination of Prior Agreements.

The County does hereby lease, let and demise unto the Milwaukee Public Museum, and the Milwaukee Public Museum does hereby lease and rent from the County, all right, title and interest of the county, now owned or hereafter acquired, in the Site, the Building, the Personal Property and the Artifacts on the terms and conditions set forth herein. All prior agreements, and amendments thereto, between the parties inconsistent with any provision of this Agreement are terminated upon execution of this Agreement.

Section 1.2 Assignment of Rights in Loaned Artifacts.

The County does hereby assign to the Milwaukee Public Museum, and the Milwaukee Public Museum hereby accepts from the County, all right, title and interest of the County in the Loaned Artifacts on the terms and conditions set forth herein.

**ARTICLE II
TERM; RENT; USE**

Section 2.1 Initial Term.

This Agreement shall be for an initial term commencing on August 15, 2013, and expiring at 11:59 p.m. on December 31, 2022, (the "Initial Term"), unless sooner terminated as provided herein.

Section 2.2 Extended Terms.

The Initial Term shall automatically extend for four (4) successive periods of five (5) years each (each such extended term is an "Extended Term", and collectively such extended terms are the "Extended Terms".) (The Extended Terms and the Initial Term are collectively the "Term".) (The term preceding any Extended Term is the "Preceding Term".) Each Extended Term shall commence upon the expiration of the Preceding Term, except that any Extended Term shall not so commence if (a) the Milwaukee Public Museum gives the County notice not

less than six (6) months prior to the expiration of any Preceding Term that the Milwaukee Public Museum elects not to extend such Preceding Term, in which case this Agreement shall terminate upon the expiration of such Preceding Term, or (b) the County gives the Milwaukee Public Museum notice not less than six (6) months prior to the expiration of any Preceding Term that the County elects not to extend such Preceding Term, in which case this Agreement shall terminate upon the expiration of such Preceding Term. During any and all of the Extended Terms, all of the terms, covenants and conditions of this Agreement shall remain in full force and effect except for the base level funding of operations (section 5.3), which shall be renegotiated by the parties.

Section 2.3 Rent.

During the Term hereof, the Milwaukee Public Museum shall, as rent for the use and occupancy of the Site, the Building, the Personal Property and the Artifacts, pay the County an annual rent of Ten Dollars (\$10), payable in advance, on or before the 15th day of April of each and every calendar year during the Term hereof.

Section 2.4 Use of the Property.

The Milwaukee Public Museum may use the property described in Article I for the purposes of a natural history museum and ancillary and related uses, from time to time, in a manner not substantially unlike the then contemporary uses of property by the major natural history museums in the United States. The Milwaukee Public Museum shall have the right to use the Building for purposes of showing motion pictures, and/or in furtherance of other charitable, scientific and educational purposes of the Milwaukee Public Museum.

**ARTICLE III
TAXES; UTILITIES; REPAIRS; INSURANCE**

Section 3.1 Property Taxes.

The Milwaukee Public Museum agrees to pay directly to the appropriate taxing authority, when due, all general real property taxes, if any, levied against the Site and Building during the Term of this Agreement (on a prorated basis if the Milwaukee Public Museum has not occupied the Site or Building for the whole period for which such taxes are levied). If, during the Term of this Agreement, any special assessment or other similar charge is levied against the Site or Building, the County shall be responsible for payment thereof. Nothing herein contained shall prevent the Milwaukee Public Museum or the County from protesting the validity or amount of any such taxes or assessments or from taking such action as may be required or permitted by law for enforcing and effecting such protest. In this connection, the Milwaukee Public Museum or the County may withhold the payment of any such protested taxes or assessments provided that the Milwaukee Public Museum or the County, as the case may be, proceeds with such protest in good faith and according to statute.

Section 3.2 Utilities.

At all times during the Term of this Agreement, the County shall cause the Site and Building to receive such separately metered utility services as are necessary, or if requested

by the Milwaukee Public Museum useful, for the use and operation of the Site and Building by the Milwaukee Public Museum. The Milwaukee Public Museum agrees to pay, when due, all charges and costs for water, gas, heat, air conditioning, electricity, telephone and any and all other utilities furnished to or consumed by the Milwaukee Public Museum in or upon the Site or Building during the Term hereof.

Section 3.3 Repairs and Maintenance.

The Milwaukee Public Museum covenants and agrees that, at its expense, it will keep the interior of the Building in a good, clean, and sanitary condition, and to that end shall perform all necessary day-to-day repairs, replacements and maintenance to the interior of the Building. The Milwaukee Public Museum covenants and agrees that, at its expense, it will operate and maintain the building systems of the Building using best building maintenance practices and confirming same to the County with submittal of annual documentation (including copies of service agreements and equipment maintenance logs) and to that end shall perform all necessary day-to-day repairs, minor replacements and minor maintenance as required. Subject to the limitations set forth in Section 5.3, unless mutually agreed otherwise, the County, at its expense, shall maintain and make all: (a) structural repairs and replacements to the Building envelope, all mechanical and electrical systems supporting the heating, ventilating and cooling systems and Building fire protection and security systems, the elevators and escalators and any related repairs and replacements due to removal or containment of asbestos or other hazardous materials, repairs to and replacements of the Building or any part thereof; (b) repairs or replacements which are necessitated by the willful or negligent act or omission of the County, its agents, employees, contractors, invitees or representatives; (c) repairs or replacements which are necessitated by reason of fire or other casualty; (d) repairs or replacements which are necessitated by reason of a defect in the condition of the Site or Building which existed prior to the date of this Agreement; and (e) repairs or replacements which are necessitated by reason of a breach of any warranty or representation of the County contained in this Agreement or by reason of the County's failure to perform or observe any term, covenant or condition to be performed or observed by the County pursuant to this Agreement. The County agrees to perform all repairs, maintenance and replacements of the type enumerated in subparagraphs (a) through (e) of this Section 3.3 to the extent necessary to make the Building suitable for housing the operations of a first class, natural history museum.

Section 3.4 Hazard Insurance.

Throughout the Term hereof, the County shall obtain and maintain in force insurance covering (a) the Building for replacement value thereof against loss or damage by fire or other hazards insurable by an extended coverage endorsement to standard fire insurance policies; and (b) the Personal Property and Artifacts against loss or damage by fire, other hazards, theft and other risks in such manner and with such policy limits as are usual and customary for museums of the type and character of the Museum. All such insurance shall be carried for the benefit of the County and the Milwaukee Public Museum as their interests appear.

Section 3.5 Public Liability Insurance and Workers Compensation.

Throughout the Term hereof, the Milwaukee Public Museum shall purchase and maintain a public liability insurance policy to afford protection with limits, for each occurrence, of not less than Five Million Dollars (\$5,000,000) with respect to personal injury and death, and Five Hundred Thousand Dollars (\$500,000) with respect to property damage. Milwaukee County shall be named as additional insured. Workers Compensation coverage shall be at statutory limits with a waiver of subrogation in favor of Milwaukee County. A Certificate of Insurance indicating the public liability insurance and workers compensation insurance shall be submitted to the County's Risk Manager for review and approval.

**ARTICLE IV
ADDITIONS, IMPROVEMENTS AND ALTERATIONS**

Section 4.1 Real Estate.

Subject to County Board approval which shall not be unreasonably withheld, the Milwaukee Public Museum may make whatever improvements and additions to the Site and Building and construct whatever additional improvements on the Site and Building as the Milwaukee Public Museum deems necessary or desirable in the best interests of the Museum. County Board approval shall not be required for non-structural modifications or additions to the interior of the Building. All such real property improvements and additions, regardless, of how funded, shall be deemed to be part of the Site or Building, shall become the property of the County and shall be subject to the terms of this Agreement.

Section 4.2 Personal Property.

The Milwaukee Public Museum may furnish, install and maintain on the Site and Building any and all personal property which the Milwaukee Public Museum deems necessary or desirable in connection with the operation of the Museum. All tangible personal property, other than Artifacts, acquired by the Milwaukee Public Museum and installed in or located on the Site or Building for use in connection with the Museum, regardless of how funded, shall be deemed to be part of the Personal Property and shall be subject to the terms of this Agreement. The Milwaukee Public Museum may alter, rehabilitate and improve Personal Property in such manner as it deems necessary or desirable in the best interests of the Museum.

Section 4.3 Artifacts.

The Milwaukee Public Museum may acquire whatever artifacts, exhibits and other items of historical or scientific value or significance it deems necessary or desirable in connection with the operation of the Museum. All such items, regardless of how funded, shall be deemed to be Artifacts and shall be subject to the terms of this Agreement. The Milwaukee Public Museum may alter, rehabilitate, restore and improve Artifacts in such manner as it deems necessary or desirable in the best interests of the Museum.

**ARTICLE V
MANAGEMENT OF THE MUSEUM**

Section 5.1 General Management.

Subject only to limitations expressly set forth in this Agreement and any other agreements to which the Milwaukee Public Museum and the County both are parties, the Milwaukee Public Museum shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Site, the Building, the Personal Property and the Artifacts during the Term of this Agreement. Without limiting the generality of the foregoing, but subject to such limitations, the Milwaukee Public Museum shall have the following rights and duties with respect to the management and operation of the Museum:

- a) to employ, pay, supervise and discharge all employees and personnel, including a chief executive officer, as shall be deemed necessary or desirable by the Milwaukee Public Museum for the operation of the Museum;
- b) to determine and carry out the labor policies of the Museum relating to, among other things, compensation, hours and conditions of employment, retirement and benefit plans, and the hiring and discharge of employees;
- c) to contract for such goods and services as shall be deemed necessary or desirable by the Milwaukee Public Museum for the operation of the Museum;
- d) to determine and carry out all policies relating to the exhibition and display of Artifacts in the Museum;
- e) to determine and carry out all policies relating to the acquisition, maintenance, loan, exchange, lease, sale, disposal, accession and deaccession of Artifacts;
- f) to determine and carry out the scientific, educational and research policies, programs and activities of the Museum;
- g) to keep and maintain the books and records of the Museum;
- h) to determine and carry out the budgetary and fiscal policies of the Museum, including the establishment of admission fees and fees and charges for other services;
- i) to determine and carry out the building and maintenance policies for the properties of the Museum, including the Site, the Building and the Personal Property;
- j) to determine and carry out policies relating to ancillary activities and services offered at the Museum, including, without limitation, food concessions and gift shops;
- k) to determine and carry out policies relating to the promotion and publicity of the Museum; and

l) to properly keep and maintain all collection inventory records, accession records and deaccession records, as set forth in Exhibit B, including a policy on the inventory of artifacts. A record of the inventory of artifacts shall be made available to the County upon request.

m) to determine and carry out all policies relating to the selection and purchase of motion pictures , the charitable and educational policies, programs and activities of the Theatre and Planetarium, and other uses of the theatre facility appropriate to the operation of the Museum;

n) To keep records of the trust and endowment funds of the Milwaukee Public Museum, and keep those records so as to maintain compliance with the stipulations of any agreements related to the donation of said funds. In addition, the Milwaukee Public Museum will maintain an investment policy regarding the investment of trust and endowment funds and shall provide a copy to the County upon request.

In performing its duties under this Section 5.1, the Milwaukee Public Museum shall exercise the same degree of care and skill exercised by nonprofit corporate owners and managers of major natural history museums in the United States and shall comply in all material respects with all laws applicable to the conduct of its business and the use and operation of the Museum.

The Milwaukee Public Museum is an independent contractor for the management and operation of the Museum, and nothing herein is intended to create or shall be deemed to create a partnership or joint venture between the Milwaukee Public Museum and the County or a fiduciary obligation by the Milwaukee Public Museum to the County.

Section 5.2 Milwaukee Public Museum Pension and Retiree Medical Obligations of Former Milwaukee County Employees.

Prior to August 31, 2013, the County will provide a total of \$3,000,000 to the Milwaukee Public Museum which it shall immediately transfer to the Defined Benefit Plan of the Milwaukee Public Museum Pension Plan ("Pension Plan") for the former Milwaukee County employees, provided the Milwaukee Public Museum has secured prior to August 31, 2013 at least \$3,000,000 in donor commitments for the elimination of the Milwaukee Public Museum's existing bank debt of approximately \$4,500,000.

a) Milwaukee County will have no responsibility for retiree medical benefits for current or former employees of MPM who are eligible to receive retiree medical benefits from the MPM plan. Such benefits, if any, will be addressed by MPM.

b) Milwaukee Public Museum will remain responsible for future obligations related to the Pension Plan.

(i) The Milwaukee Public Museum will submit the annual actuarial report of the Pension Plan, and financial statements of the Pension Plan to the County.

Section 5.3 Base Level Funding of Operations.

During the Initial Term of this Agreement, and subject to the following paragraphs in this section, the County shall pay the Milwaukee Public Museum the following amounts as Base Level Funding for the management and operation of the Museum:

Milwaukee Public Museum Calendar Year	Funding
2014	\$3,500,000
2015	\$3,500,000
2016	\$3,500,000
2017	\$3,500,000
2018	\$3,350,000
2019	\$3,350,000
2020	\$3,200,000
2021	\$3,200,000
2022	\$3,000,000

If the Milwaukee Public Museum has received at least \$5.0 Million in cash and donor commitments for capital spending related to the Site and Building by December 31, 2017, the Base Level Funding will increase to a total of \$3,500,000 each year from 2018 through 2022.

The Base Level Funding is predicated on Milwaukee Public Museum meeting or exceeding certain contingencies and operating goals. The Milwaukee Public Museum's annual financial reports are based on a year end of August 31st which shall also be the date of determining compliance with the conditions. The external auditor for the Milwaukee Public Museum shall prepare a schedule showing each of these conditions, and the status as of the most recent year end date, and submit such report to the County. Any non-compliance will reduce the payment for the subsequent calendar year. In the event the Milwaukee Public Museum fails to meet or exceed any one of the following conditions, the County may reduce the Base Level Funding set forth above or in the preceding paragraph by \$250,000 for any subsequent year:

- a) Milwaukee Public Museum will obtain donor commitments for any remaining Milwaukee Public Museum bank debt, estimated to be approximately \$1,500,000, by December 15, 2015.
- b) Annual attendance of the Museum, its theater/planetarium and special exhibits, events and programs exceeds 400,000 during the preceding fiscal year;
- c) Milwaukee Public Museum generates positive unrestricted operating earnings as defined by unrestricted operating net income plus depreciation is greater than zero;
- d) Total Milwaukee Public Museum Endowment net assets are a minimum of \$2,000,000 in unrestricted net assets.
- e) Milwaukee Public Museum's Total Net Assets continue to exceed the value as of fiscal yearend 2013 audited results excluding gains associated with pension contribution and gift commitments for debt elimination.

f) Any new debt, except for working capital, collateralized debt by donor pledges or personal assets, is approved by the County Executive or designee.

The base level funding in respect of each particular Milwaukee Public Museum calendar year shall be paid in equal quarterly installments due on or before the first day of each January, April, July and October. In the event any of these dates is on a non-banking day, such as a holiday or weekend, then the payment will be made on the first business day after the first of the month noted.

The Base Level Funding may be further reduced by the County for any obligations under this Agreement that the Milwaukee Public Museum fails to perform, including, but not limited to, any obligations under Article III.

Section 5.4 Museum to be Operated as a Public Museum.

The Museum shall be operated as a facility open to the general public, subject to such reasonable rules and regulations as the Milwaukee Public Museum may promulgate in its discretion from time to time regarding matters such as, but not limited to: admission fees; days and hours of operation; the safety of employees and the general public; the safety, protection and security of Artifacts; the anonymity of donors who desire anonymity; and, to the extent permitted by law, the confidentiality of employee records and business records.

Notwithstanding the foregoing, throughout the Term hereof, admission to the Museum shall be according to the following admission policy:

1. Milwaukee Public Museum will provide free admission to Milwaukee County pre-registered public and private school group visitors any day of the week between September 1st and November 30th each year. This includes pre-registered students, teachers and chaperones.
2. Milwaukee Public Museum will provide a \$2.00 discount for any non-member admission by Milwaukee County residents anytime with proof of residency.
3. Milwaukee Public Museum will provide 12 "Free Days" annually for Milwaukee County Residents with proof of residency. The specific days will be determined each year by the museum and announced by January 1st.

Section 5.5 Accession and Deaccession of Artifacts.

The Milwaukee Public Museum shall adopt a formal written policy regarding the accession and deaccession of Artifacts in compliance with Federal and State law. Upon its adoption and upon any amendment thereof, a copy of such policy or amended policy, as the case may be, shall be submitted to the County Board of Supervisors for approval, which shall not be unreasonably withheld.

The Milwaukee Public Museum may implement its accession and deaccession policy with regard to particular Artifacts. The deaccessioning of any Artifact shall be in conformance with the Milwaukee Public Museum collection policy as approved by the Milwaukee Public Museum Board of Directors and the County Board of Supervisors. Upon

request of the Milwaukee Public Museum, the County shall execute and deliver such bills of sale or other instruments of transfer as the Milwaukee Public Museum may reasonably deem necessary or desirable to evidence, perfect or give legal effect to any such sale, exchange or other disposition by the Milwaukee Public Museum of deaccessioned Artifacts pursuant to this Section 5.5.

The Milwaukee Public Museum shall maintain an inventory record of all Artifacts according to generally accepted museum inventory practices and shall make the inventory available to the County for inspection upon request.

Section 5.6 Dispositions of Personal Property.

The Milwaukee Public Museum shall have the right to sell, lease (as lessee), transfer or otherwise dispose of Personal Property as it deems necessary or desirable in the best interests of the Museum. Upon request of the Milwaukee Public Museum, the County shall, without the necessity of approving action by its county Board of Supervisors, execute and deliver such bills of sale or other instruments of transfer as the Milwaukee Public Museum may reasonably deem necessary or desirable to evidence, perfect or give legal effect to any such sale, lease, transfer or other disposition. The benefit of any sale or transfer of personal property will be to the Milwaukee Public Museum. A listing of personal property sales shall be available for inspection by the County.

Section 5.7 Grants and Releases of Interests in Real Estate.

The Milwaukee Public Museum shall have the right to sublease portions of the Site and Building and to grant and release easements, licenses and property interests in the nature of subleases, easements or licenses in respect of the Site and Building to third parties as it deems necessary or desirable in the best interests of the Museum for any of the following purposes,

a) in the case of subleases and property interests in the nature of subleases, to facilitate the exhibition or display of Artifacts or the provision of ancillary services or activities, such as the provision of food concessions or gift shops; provided, however, that any such sublease shall provide that it shall terminate contemporaneously with the expiration or earlier termination of this Agreement; and

b) in the case of easements, licenses and property interests in the nature of easements or licenses, to facilitate the provision of utility or transportation services to the Museum;

In the event that to be effective for its intended purpose any such grant or release of a property interest in the Site or Building must be joined in or approved by the owner of the fee interest, the County agrees that, upon request of the Milwaukee Public Museum, it shall, with approval by the County Board of Supervisors, execute and deliver such conveyance or approval instruments as the Milwaukee Public Museum may reasonably deem necessary or desirable to accomplish such authorized purpose.

Section 5.8 Funds of the Milwaukee Public Museum.

All funds of the Milwaukee Public Museum, whether derived from the County, from operations, from loans, from or in respect of the disposition of property, from insurance or condemnation proceeds, from gifts, grants or bequests, or from other sources, shall be held and used by the Milwaukee Public Museum solely for the management, operation, maintenance, repair, expansion or betterment of the Museum. Funds which are received and accepted by the Milwaukee Public Museum subject to restrictions shall be held and used in accordance with such restrictions. By resolution of its Board of Directors, the Milwaukee Public Museum shall adopt a formal written policy regarding the investment of funds held by the Milwaukee Public Museum. Upon its adoption and upon any amendment thereof, a copy of such policy or amended policy, as the case may be, shall be delivered to the County Clerk and the County Executive of the County for retention in the records of the County. The Milwaukee Public Museum shall invest its funds only in accordance with such policy.

Section 5.9 Accounting System; Financial and Insurance Reporting; Inspections.

The Milwaukee Public Museum shall employ a system of accounting in accordance with generally accepted accounting principles applicable to a corporation of its type and character. The Milwaukee Public Museum shall close its fiscal year and shall make the following periodic filings with the County Clerk and the County Executive for retention in the County's records:

- a) Budget: In accord with the Milwaukee County's schedule for its budget preparation -- an operating and capital expenditure budget for the next fiscal year;
- b) Quarterly Financials: Within 60 days following the close of each fiscal quarter of the Milwaukee Public Museum -- unaudited statements of revenues, expenses and cash flows of the Milwaukee Public Museum for such quarter and a balance sheet of the Milwaukee Public Museum as of the close of such fiscal quarter, certified by the chief accounting officer of the Milwaukee Public Museum to be true, correct and, subject to annual audit adjustments, in accordance with generally accepted accounting principles;
- c) Annual Audit: Within 180 days following the close of each fiscal year of the Milwaukee Public Museum -- statements of revenues, expenses and cash flows of the Milwaukee Public Museum and its trust and endowment funds for such fiscal year and a balance sheet of the Milwaukee Public Museum as of the close of such fiscal year prepared in accordance with generally accepted accounting principles, together with a report and opinion thereon made and given by independent certified public accountants in accordance with generally accepted auditing standards; and
- d) Annual Insurance Summary: Within 120 days following the close of each fiscal year of the Museum Corporation -- a written summary of the insurance policies carried by the Museum Corporation, including the limits of coverages afforded thereby, the expiration dates thereof and the insurers thereon.

The Milwaukee Public Museum shall permit the County and its duly authorized agents to inspect the Site, the Building, the Personal Property and the Artifacts and to examine the books and records of the Milwaukee Public Museum at any reasonable time, upon at least twenty-four (24) hours prior written notice, for the purpose of determining the compliance by the Milwaukee Public Museum with the provisions of this Agreement. The Milwaukee Public Museum shall also cooperate with the County Departments and the County Board staff in their monitoring and review of the financial and programmatic progress of the Museum.

Section 5.10 County Funding of Capital Expenditures.

The County agrees that any request of the Milwaukee Public Museum for the funding of capital improvements or additions to the Site, Building or Personal Property which are included in the Milwaukee Public Museum's capital expenditure budget furnished pursuant to Section 5.9(a) hereof and which the County is not otherwise obligated to fund pursuant to this Agreement will be brought before the full County Board of Supervisors for consideration and action as part of the County's annual budget process.

a) Notwithstanding the foregoing paragraph, the County agrees to authorize and expend up to \$4,000,000.00 in funding of capital improvement projects under section 3.3 during the period ending December 31, 2017. The County will provide the Milwaukee Public Museum with annual reports showing the expenditures by project.

**ARTICLE VI
DAMAGE; CONDEMNATION**

Section 6.1 Damage or Destruction.

If, during the Term of this Agreement, there is damage or destruction to the Site or Building or such portion thereof as to render the remaining portion thereof unsuitable for the continued operation of a first-class natural history museum, the Milwaukee Public Museum thereafter, by giving written notice to the County within ninety (90) days following such damage or destruction, may terminate this Agreement. If the Milwaukee Public Museum does not elect to terminate this Agreement or if the damage or destruction to the Site or Building does not render the remaining portion thereof unsuitable for the continued conduct of the Milwaukee Public Museum's activities thereon, then this Agreement shall continue in full force and effect and the County shall promptly commence and pursue diligently to completion whatever repairs to the Site or Building are necessary to restore the Site or Building to substantially the same condition that it was in prior to such damage or destruction. All such repairs shall be performed promptly and in a good and workmanlike manner in accordance with all statutes, laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Site or Building. In the event that this Agreement shall terminate, the rental, management compensation and all other amounts payable hereunder shall be prorated to the date of the damage or destruction. In the event that this Agreement shall not terminate, then commencing on the date of such damage or destruction and continuing during the period in which the County is repairing and restoring the Site or Building pursuant to this Section 6.1, the rental and all other amounts payable by the Milwaukee Public Museum shall abate in proportion to the floor area of

the Building of which the Milwaukee Public Museum is deprived for the period in which the Milwaukee Public Museum is deprived of such area.

Section 6.2 Condemnation.

If, during the Term of this Agreement, the entire Site and Building shall be taken by any public or quasi-public authority under its power of condemnation or eminent domain (or is conveyed under threat thereof), this Agreement shall terminate and be of no further force and effect as of the earlier of the date possession shall be taken by the acquiring authority or the date of conveyance. If any part of the Site or Building shall be so taken as to render the remainder thereof unsuitable for the continued operation of a first-class natural history museum, the Milwaukee Public Museum shall have the right to terminate this Agreement by giving written notice to the County of such termination within the period of ninety (90) days after the date of such taking. In the event that this Agreement shall terminate, the rental, management compensation and all other amounts payable hereunder shall be prorated to the earlier of the date possession is taken by the acquiring authority or the date of conveyance. In the event a part of the Site or Building are taken and the Milwaukee Public Museum does not terminate this Agreement, the rental payable by the Milwaukee Public Museum shall abate in proportion to the square footage of the building of which the Milwaukee Public Museum is deprived for the period in which the Milwaukee Public Museum is deprived of such area.

**ARTICLE VII
WARRANTIES**

Section 7.1 Warranty of Title; Quiet Environment.

The County hereby represents and warrants that it has good, valid and marketable title (in fee simple, as to the Site) to the Site and Building, free of all liens, charges and encumbrances except encumbrances of public record. The County covenants and agrees that, so long as the Milwaukee Public Museum shall duly and punctually perform and observe all of its obligations under this Agreement (taking into consideration the grace periods granted herein), the Milwaukee Public Museum shall peaceably and quietly have, hold and enjoy the Site, the Building, the Personal Property and Artifacts without any hindrance or molestation.

Section 7.2 Condition of Property; Compliance of Property with Law.

The County hereby represents and warrants to the Milwaukee Public Museum that, as of the date of this Agreement, the County has no knowledge of any material defect in the condition of the Site, the Building, the Personal Property or the Artifacts which will or might impair the Milwaukee Public Museum's occupancy or use thereof, as the case may be. The County also hereby represents and warrants that all plumbing, electrical, heating, air conditioning and other mechanical systems are in good working condition; and that each of the Site, the Building, the Personal Property and the Artifacts is in compliance with all building, zoning and other laws, rules, regulations and ordinances of any nature, of federal, state and other governmental authorities and agencies having applicable jurisdiction, and there are no outstanding orders against any of the Site, the Building, the Personal Property or the Artifacts.

Section 7.3 Default Under Other Agreements.

The parties represent and warrant to the other that each is not in default under any contract to which it is a party or obligation owed by it, nor has any event occurred which, through the passage of time or the giving of notice (or both) would constitute a default thereunder, or cause the acceleration of any obligation of each, or result in the creation of any lien, charge or encumbrance whatsoever upon any of the Site, the Building, the Personal Property or the Artifacts.

Section 7.4 No Breach of Statute or Contract.

The parties each warrant and represent to the other party that each have full right and authority to enter into this Agreement. The parties also hereby warrant and represent that neither the execution and delivery of this Agreement, nor compliance with the terms and provisions of this Agreement will cause the party to breach any statute, ordinance or regulation of any governmental authority, or will conflict with or result in a breach, acceleration, termination or violation of any term, condition or provision of any agreement or instrument to which the party is a party, or by which the party or its assets are or may be bound, or constitute a default thereunder, or constitute an event which through the passage of time or the giving of notice (or both) would constitute a default thereunder, or result in the creation of any lien, charge or encumbrance of any nature whatsoever on, or give to others any interest on rights in, or with respect to, any of the Site, the Building, the Personal Property or the Artifacts. The parties further warrant and represent that the use and operation of the Site, the Building, the Personal Property and the Artifacts by the Milwaukee Public Museum pursuant to this Agreement will not breach or violate any of the foregoing.

Section 7.5 No Litigation or Adverse Events.

The parties hereby warrant and represent to one another that no suit, action or legal, administrative, arbitration or other proceeding, or investigation by any governmental agency, including, but not limited to, matters involving environmental, safety or health standards, is pending or has been threatened, nor do any facts exist which might lead to any such proceedings. The parties further warrant and represent that the party is not in violation of, nor has it been in violation of, any federal, state, county or local statutes, ordinances, rules or regulations, including but not limited to, those relating to environmental, safety, building or health standards.

**ARTICLE VIII
TERMINATION**

Section 8.1 Default of the Milwaukee Public Museum.

The County may terminate this Agreement, upon written notice to the Milwaukee Public Museum: (i) if any default by the Milwaukee Public Museum occurs in case of nonpayment of rent for more than ten (10) days after written notice of such default from the County; or (ii) if any default by the Milwaukee Public Museum other than nonpayment of rent continues for more than ninety (90) days after written notice to the Milwaukee Public Museum from the County specifying such default and demanding that it be corrected (or, if such default is

not of a type which can be reasonably corrected within ninety (90) days, then if the Milwaukee Public Museum fails to commence promptly and to proceed with due diligence to correct such default). In the event that the County terminates this Agreement as provided in this section, the County may re-enter the Site and Building or any part thereof with judicial process and expel and remove the Milwaukee Public Museum or any person or persons occupying the same and again repossess and enjoy the Site, the Building, the Personal Property and the Artifacts.

Section 8.2 Special Right of County to Terminate Early During Initial Term.

Notwithstanding anything contained herein to the contrary, at any time during the Initial Term, and upon at least one (1) year prior written notice (the "Termination Notice") from the County Board of the County in the form of a resolution duly adopted by the County Board and delivered to the Milwaukee Public Museum, the County shall have the right to terminate this Agreement on the date set forth in the Termination Notice (the "Termination Date"). The Termination Notice shall be irrevocable, unless if with the Milwaukee Public Museum's prior written consent, the County Board gives the Milwaukee Public Museum prior to the Termination Date notice in the form of a resolution duly adopted by the County Board and delivered to the Milwaukee Public Museum which revokes the Termination Notice. The provisions of this section shall also apply during any Extended Terms.

Section 8.3 Special Right of Termination for Invalidity, etc.

Any party may terminate this Agreement if this Agreement is determined to be invalid by operation of law or by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of this Agreement is restrained by any court or tribunal of competent jurisdiction or if it is determined that any party lacks the legal capacity or authority to execute or perform under this Agreement or that such execution or performance would violate any agreement by which any such party is bound. If this Agreement is so terminated the parties shall fully and completely cooperate each with the other to effectuate and comply with any court order or judgment as may be applicable and shall further negotiate in good faith to resolve equitably any matters that require resolution in connection with such termination.

**ARTICLE IX
PRESCRIBED AND PROSCRIBED PRACTICES**

Section 9.1 Nondiscrimination, Equal Employment Opportunity and Affirmative Action Programs.

In the operation of the Museum as contemplated by this Agreement, the Milwaukee Public Museum shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap.

Section 9.2 Prohibited Practices.

a) During the Term of this Agreement, the Milwaukee Public Museum shall not hire, retain or utilize for compensation any member, officer, or employee of the County or any

person who, to the actual knowledge (without inquiry) of the principle officers of the Milwaukee Public Museum, has a conflict of interest.

b) The Milwaukee Public Museum hereby states that it is familiar with Milwaukee County's Code of Ethics, which states in part: "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official actions or judgment would be influenced thereby."

Section 9.3 Cultural Awareness.

a) The Milwaukee Public Museum and its Board of Directors shall portray cultural groups in existing and newly created exhibits in an accurate and respectful manner.

b) The Milwaukee Public Museum and its Board of Directors shall follow, as a matter of policy, the federal Native American Graves Protection and Repatriation Act, and all other relevant federal acts concerning artifacts, whether the Museum receives federal funds or not.

Section 9.4 Meetings and Records.

Milwaukee Public Museum shall comply with the provisions of the Wisconsin Public Records Law (Wis. Stats. Sections 19.31-19.39) and the Wisconsin Open Meetings Law (Wis. Stats. Sections 19.81-19.98), except to the extent appropriate to protect the privacy of donors to the Corporation. Further, the Museum need not disclose the names and resume of candidates who are not hired by the Museum for employment. Further, any exhibitor contract between the Milwaukee Public Museum and an outside third party which requires confidentiality shall not be subject to disclosure.

**ARTICLE X
SURRENDER OF PROPERTY; HOLDOVER**

Section 10.1 Surrender of Real Estate, Personal Property and Artifacts.

Upon expiration or termination of this Agreement, by lapse of time or otherwise, the Milwaukee Public Museum agrees to peaceably surrender the Site, the Building, the Personal Property and the Artifacts to the County. In addition, upon such expiration or termination, the Milwaukee Public Museum shall execute and deliver to the County such quit-claim deeds, bills of sale and other instruments as the County may reasonably request to evidence, perfect or give legal effect to the relinquishment by the Milwaukee Public Museum of all of its right, title and interest in and to the Site, the Building, Personal Property and Artifacts to the extent the Milwaukee Public Museum is not prohibited from doing so by the terms of the Milwaukee Public Museum's acquisition of such property (including without limitation, donation restrictions and purchase money financing restrictions).

Section 10.2 Holdover.

If the Milwaukee Public Museum remains in possession of the Site, the Building, Personal Property or Artifacts after the termination of the Term of this Agreement and without

the execution of a new agreement, the Milwaukee Public Museum shall be deemed to be occupying or possessing such Site, Building, Personal Property and Artifacts as a tenant from month-to-month, subject to all of the applicable terms, covenants and conditions of this Agreement, including without limitation Article V hereof.

ARTICLE XI MISCELLANEOUS

Section 11.1 Amendment to the By-laws of the Milwaukee Public Museum.

a) Number, Term; Appointment or Election

(i) The number of the Directors, including appointments by County Executive and County Board Chair, of the Milwaukee Public Museum shall be forty-five (45).

(ii) Appointments by County Executive and County Board Chair. Five (5) Directors shall be appointed by the County Executive of Milwaukee County and four (4) Directors shall be appointed by the Chair of the Board of Supervisors of Milwaukee County. Each such appointment shall be submitted by the appointing County official to the Board of Supervisors of Milwaukee County for confirmation and, if confirmed, the County Clerk of Milwaukee County shall deliver certification of such appointment to the Secretary of the Milwaukee Public Museum at least seven (7) days prior to the meeting at which the appointee is to be seated on the Board of Directors. Appointees shall be selected with consideration to the ethnic diversity of Milwaukee County, including but not limited to the American Indian, African American, Hispanic and Polish communities and be subject to the same non-financial governance expectations of elected Board Directors. One-third (1/3) of the Directors appointed by the County officials (or a number as nearly equal to one-third as practicable) shall be appointed each year. Each appointee shall hold office for a term of three (3) years commencing with the Annual Meeting of the Board of Directors of the Milwaukee Public Museum immediately following his or her appointment and until his or her successor shall be appointed as herein provided.

Section 11.2 No Liens.

Without in each instance the prior written consent of the other party, neither party hereto shall directly or indirectly create or permit to be created or to remain any lien, encumbrance, or charge on, or pledge of (collectively, "encumbrances") any of the Site, Building, Personal Property or the Artifacts.

Section 11.3 Notices.

Whenever in this Agreement it is required or permitted that notice be given by any party hereto, such notice shall be given by certified or registered mail, and any notice so sent shall be deemed to have been given on the date that the same is deposited in the United States

mail, postage prepaid. Notices shall be addressed to the County at 901 North 9th Street, Milwaukee, Wisconsin 53233, Attention: County Clerk, and to the Milwaukee Public Museum at 800 West Wells Street, Milwaukee, Wisconsin 53233, Attention: President, or at such other address as either party may from time to time specify in writing in lieu thereof.

Section 11.4 Choice of Law.

This Agreement shall be construed by and enforced in accordance with the laws of the State of Wisconsin.

Section 11.5 Benefit.

This Agreement and all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 11.6 Entire Agreement; Severability, Interpretation.

This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof and supersedes all previous negotiations. There have been no representations made by or understandings made between the parties with respect to the subject matter hereof other than those set forth in this Agreement. This Agreement may not be modified except by a written instrument duly executed by the party against whom enforcement is sought. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable under any applicable law, that provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof. The headings contained herein are for convenience only, and shall not be used in any manner in construing the meaning or intent of this Agreement. The doctrine that a document is to be construed against its draftsman shall not be applied to this Agreement.

Section 11.7 Relationship of County and Milwaukee Public Museum.

Nothing contained herein or in any other instrument or agreement between the County and the Milwaukee Public Museum shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, of partnership, or of joint venture, or of a fiduciary between the County and the Milwaukee Public Museum. Wherever in this Agreement it is provided that an action of the Milwaukee Public Museum requires prior approval by the County or the County Board of Supervisors, such approval shall be conclusively presumed to have been so granted if the County or the County Board shall not have notified the Milwaukee Public Museum of an objection thereto in writing, within the lesser of ninety (90) days or three (3) Board of Supervisors meeting cycles following receipt of written notice of the proposed action from the Milwaukee Public Museum.

Section 11.8 Notice to County of Amendments to Articles and By-Laws.

Amendments to the Articles of Incorporation or By-Laws of the Milwaukee Public Museum approved by the Museum Board of Directors and not prohibited by section 12.1 above, shall be provided in writing to the County upon execution.


Section 11.9 Warranties Survive.


The warranties and representations contained herein shall survive the Term of this Agreement.

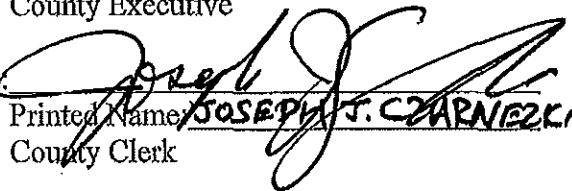
IN WITNESS WHEREOF, the County and the Milwaukee Public Museum have executed this Agreement as of the day, month and year first above written.

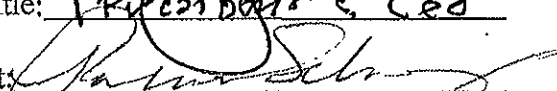
MILWAUKEE COUNTY, WISCONSIN

MILWAUKEE PUBLIC MUSEUM, INC.

By: 
Printed Name: CHRIS ABBLE
County Executive

By: 
Printed Name: Roy B. Williams
Title: President & CEO

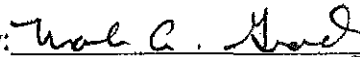
By: 
Printed Name: JOSEPH J. CZARNECKI
County Clerk

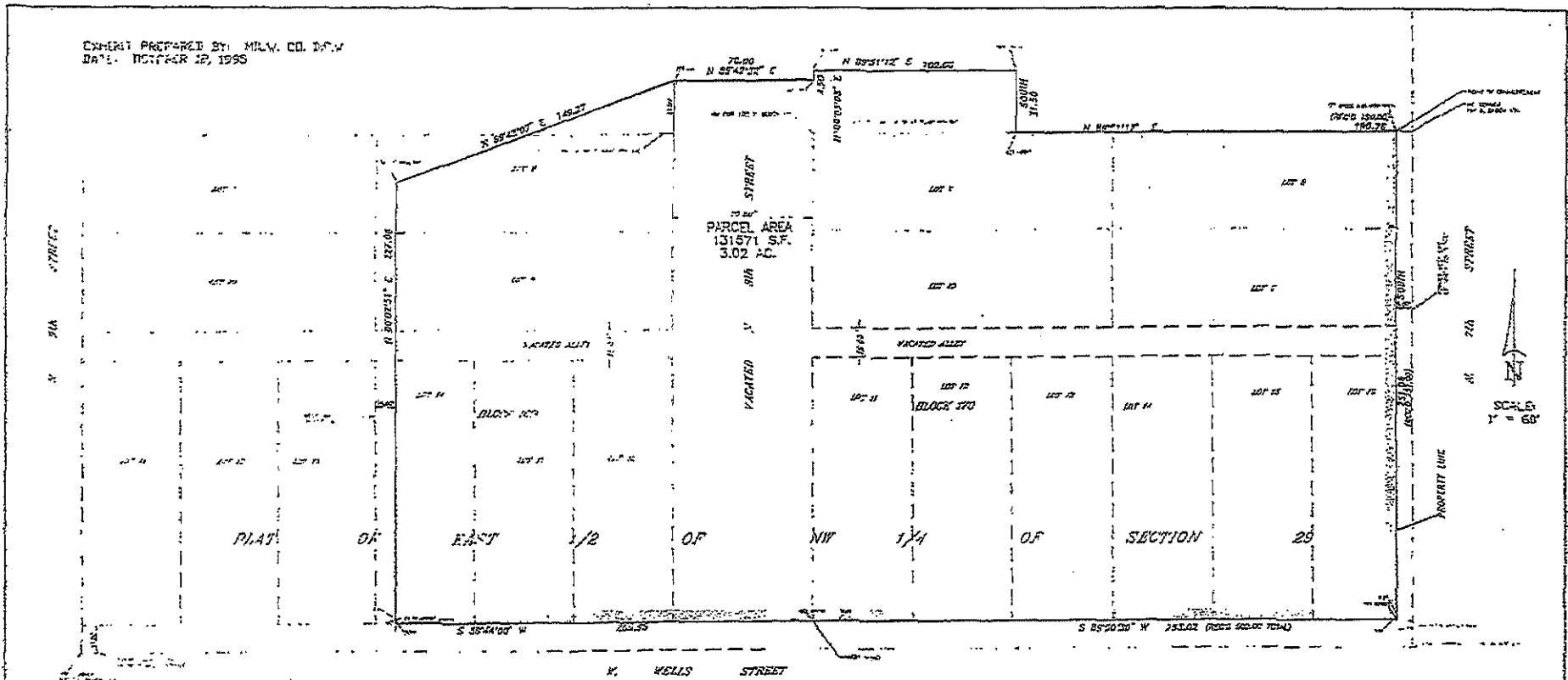
Attest: 
Printed Name: Patricia Schmelz
Title: Administrative Manager

[SEAL]

[SEAL]

Approved by Corporation Counsel.

By: 
Printed Name: Mark A. Grady
Corporation Counsel



ORIGINAL MILWAUKEE PUBLIC MUSEUM PARCEL

That part of West Kilbourn Avenue, vacated North 8th Street, part of Blocks 169 and 170 in the Plat of the East 1/2 of the NW 1/4 of Section 29, and part of the vacated East-West alleys in said Blocks, all in the NW 1/4 of Section 29, T 7 N, R 22 E, in the City of Milwaukee, Milwaukee County, described as follows:
 Commencing at the intersection of the present South line of West Kilbourn Avenue and the present West line of North 7th Street; running thence South along said West line of North 7th Street 251.27 feet to the present North line of West Wells Street; thence West on said North line of West Wells Street 502.00 feet to a point which lies 10.00 feet East of the West line of Lot 14 in said Block 169; thence North on a line which is 10.00 feet East of and parallel to the West line of Lot 14 and its extension 227.00 feet to an angle point; thence Northeasterly on a line to a point which lies in the extension of the West line of vacated North 8th Street and 27.00 feet North of the present South line of West Kilbourn Avenue; thence East on a line which is 27.00 feet North of and parallel to the present South line of West Kilbourn Avenue 70.00 feet to a point in the extension of the East line of vacated North 8th Street; thence North along said East line 4.50 feet to a point; thence East on a line which is 31.50 feet North of and parallel to the present South line of West Kilbourn Avenue 102.00 feet to a point; thence South and parallel to the extension of the West line of North 7th Street 31.50 feet to a point in the present South line of West Kilbourn Avenue; thence East on the South line of West Kilbourn Avenue 190.00 feet to the place of Commencement.

Exhibit A

Exhibit B – Outstanding Loans to Milwaukee Public Museum

OUTSTANDING LOANS TO MILWAUKEE PUBLIC MUSEUM

These loans are covered by the general museum and departmental loan policies and procedures.

Revised 6/14/2013 – Claudia Jacobson, Registrar

Date	Loan#	Lender	Description
6/58	#312	Remington-Rand	Typewriter
3/61	#328	Art Inst. of Chicago	Mochica jar
4/61	#360-390	Museum of New Mex	SW Indian silver
4/62	#527-529	Museum of New Mex.	Metal working tools
5/62	#530-534	Harvard Peabody Mus	Mayan monument cast
3/63	#537-555	Univ. of Pennsylvania Museum	Pompeiiian ceramics
1/66	#1386-1387	Mrs. James Topitzes	ancient Greek specimens
1/66	#1380,1382-1384	Richard Flagg	European silver, enamels
3/66	#1394-1398	Aaron Tilton	Stained glass
6/67	#1607-1617	Paul Gebauer	British Cameroon specimens
3/68	#1786	St. Hist. Soc. Wis.	Arrow
3/68	#1785	Univ. of New Mexico; Museum of Anthropology	New Mexico ceramics
3/68	#1771-1784	Thomas Fifield	Panamanian ceramics
3/68	#1962	Petrie	Mexican ceramic
10/74	#2762	Mrs. J. Harrison	African doors
3/75	#2770	Arthur Frank	Amphora
3/76	#2920	Fred Benkovic	Lyre
3/76	#2919	Judith Plant	Tonette
3/76	#2915-2918	Norman Cox	Musical instruments
8/76	#2924	Univ. of Wisc.	Model steam eng.
9/76	#2925	Chas. Schudson	Polit. Memorabilia
12/76	#2928	Richard Herefell	Italian tapestry
6/77	#2932-2942	U.S. State Dept.	Ethnic arts & craft
6/77	#2931	L. A. Peters	Books
8/78	#2985-2987	G. Stephan	Icons (file exists)
8/79	#3117-3118	Russian shawls	Mrs. E. L. Lebenbeg
10/79	#3151	Debra Kamholtz	Irish religious goods
10/79	#3148-3150	Greek household	Sandra Topitzes Brown 10/79
11/79	#3158-3175	Dorothy Stacy	Greek household goods
11/79	#3155-3157	Ann Rowberg	Swedish boxes & towel
11/79	#3152-3153	Otto Telman	Oil paintings
12/79	#3214	Neil Wiedmann	Copper kettle
12/79	#3206-3213	Dorothy Stacy	Greek household goods
12/79	#3180-3205	Smithsonian Inst.	Russian household goods
12/79	#3176-3179	Chas. Sindelar	Czech household goods
1/80	#3241	Vyto Kapocius	Spinning wheel
1/80	#3234-3240	V. P Janusonis	Lithuanian materials
1/80	#3232	V. Paukstelis	Crucifix
1/80	#3215-3219	Maja Wiedmann	Swiss household goods

1/80	#3222	Schutte family(?)	Wooden box
2/80	#3251-3265	Aaron Tilton	Food service equip.
2/80	#3248-3249	Ann Rowberg	Norwegian items
2/80	#3246-3247	Dr. Jack Heiden	Skates & clothing
2/80	#3245	Elza Mintiks	Table cloth
2/80	#3244	Emma Kesners	Wooden chest
10/80	#3308	Warren Gilson	Illusion box (toy)
10/80	#3286-3288	Robt. Kirkorian	Knife, kook, desk
2/83	#3575	Mrs. Mclarity	Condiment holder
2/83	#3568-3574	J. Wiedebach	Curling equip.
2/83	#3563-3567	Sam MacNeill	Curling equip.
2/83	#3550-3562	Grace Johnson	Curling equip.
2/83	#3549	Jim Gilboy	Curling broom
2/83	#3538-3548	John Mross	Golf equip.
8/83	#3776	Judi Bartholomew	Ivory carvings
12/84	#3698	Cedric Marks	Iranian artifacts
5/85	#2771-2772	E. M. Goodman	Oak furniture
11/85	#3762-3765	Robt. Kirkorian	Engravings, porcelain
In Following, Loan Date Imbedded in Loan Number			
	IL1986.03	Goethe House	Oil portrait
	IL1988.03	Field Museum of Natural History	Diatryma skull
	IL1990.02	Renae Prell	Piece of Berlin Wall
	IL1994.07	Mrs. James Topitzes	Ancient Greek Figure & Carved Marble Seated Figure
	IL1997.11	Peabody Museum of Natural History	Akeley Sculpture - Gorilla
	IL1998.09	Mil. School of Engineering	Memorabilia, MSOE
	IL1998.14	Marquette	Memorabilia, Metcalfe
	IL2001.01	Kathleen Blair	Doctor's Bag & Accessories
	IL2003.07	Rockwell Automation	Industrial equipment, Allen-Bradley related
	IL2004.03	National Museum of Natural History	Fossils - <i>Platygonus compressus</i> and <i>Megaloceros giganteus</i>
	ILF2002.01	US National Museum (Smithsonian)	Fish (22 lots, 38 spec)
	ILF2002.04	British Museum of Natural History	Fish (15 lots, 22 spec)
	ILF2002.06	University of Michigan Museum of Zoology	Fish (2 lots, 25 spec)
	IL2013.00	Dinosaur National Monument	Vertebrate Fossil - Hip and Vertebrae Carnarasaurus
1/87		Field Mus. of Nat. History	1 Arc chloroptera: #261081 Scarlet Macaw
2012		American Museum of Natural History, New York, NY	<i>Labeotropheus fuelleborni</i> specimens - 4 from Malawi
2012		British Museum of Natural History, London	<i>Labeotropheus trewasasae</i> specimens - 12 from Malawi

2012		Museum of Comparative Zoology, Harvard University, Cambridge, MA	<i>Labeotropheus fuelleborni</i> specimens – 2 from Malawi; <i>Labeotropheus trewavasae</i> specimens – 2 from Malawi
2012		Royal Museum for Central Africa, Tervuren, Belgium	<i>Labeotropheus fuelleborni</i> specimens 50 from Malawi, 25 from Mozambique; <i>Labeotropheus</i> <i>trewavasae</i> specimens: 42 from Malawi
2012		University of Michigan Museum of Zoology, Ann Arbor, MI	<i>Labeotropheus fuelleborni</i> specimens - 28 from Malawi; <i>Labeotropheus trewavasae</i> specimens – 1 from Malawi
2012		Smithsonian Institution, Washington, DC	<i>Labeotropheus fuelleborni</i> specimens); 18 from Malawi; <i>Labeotropheus trewavasae</i> specimens – 12 from Malawi



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan - Milwaukee 330 East Kilbourn Avenue, Suite 650 Milwaukee, WI 53202	CONTACT NAME: Gail Peters PHONE (A/C, No, Ext): (414) 221-0356 356 FAX (A/C, No): (414) 273-8520 E-MAIL ADDRESS: gpeters@robertsonryan.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : The Cincinnati Insurance Company 10677 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Milwaukee Public Museum, Inc. 800 West Wells Street Milwaukee, WI 53233-1478		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EPP 0515970	12/01/2018	12/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		EBA 0515970	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0515970	12/01/2018	12/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC 0515973	12/01/2018	12/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Milwaukee County is named as an Additional Insured with respect to General Liability and Automobile Liability when required by contract. Waiver of Subrogation applies with respect to Workers Compensation in favor of Milwaukee County.

CERTIFICATE HOLDER Milwaukee County Risk Management 901 N 9th St., Rm 302 Milwaukee, WI 53233	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Certificate Of Completion

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Status: Completed

Subject: Please DocuSign: Milwaukee Public Museum Lease and Management Agreement Amendment

Source Envelope:

Document Pages: 41

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 0

Johanna Jimenez

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelope Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

johanna.jimenez@milwaukeecountywi.gov

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Record Tracking

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Location: DocuSign

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johanna.jimenez@milwaukeecountywi.gov

Signer Events

Amy Pechacek

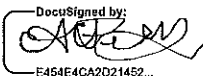
Amy.Pechacek@milwaukeecountywi.gov

Director of Risk Management

Milwaukee County

Security Level: Email, Account Authentication
(None)

Signature

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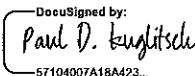
Paul D. Kuglitsch

corp counselsignature@milwaukeecountywi.gov

Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication
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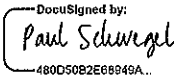
Paul Schwegel

paul.schwegel@milwaukeecountywi.gov

Loss Control Manager

Milwaukee County

Security Level: Email, Account Authentication
(None)

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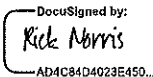
Rick Norris

Rick.Norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication
(None)

DocuSigned by:

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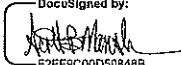
Electronic Record and Signature Disclosure:

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Signer Events

Scott Manske - Comptroller
 comptrollersignature@milwaukeecountywi.gov
 Comptroller
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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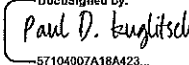
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Paul D. Kuglitsch
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 Corporation Counsel
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Aaron Hertzberg
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 Director - Economic Development
 Milwaukee County
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Teig Whaley-Smith
 Teig.Whaley-Smith@milwaukeecountywi.gov
 Director of Administrative Services
 Milwaukee County
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Electronic Record and Signature Disclosure:
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 Signing Complete Security Checked
 Completed Security Checked

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Payment Events**Status****Timestamps**

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.